

AGREEMENT

Between

BOARD OF EDUCATION
WESTWOOD COMMUNITY SCHOOLS

And

Westwood Educational Support Professionals, MEA/NEA

2014-2018

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AGREEMENT

This Agreement is entered into effective this ____ day of _____, 2015 between the Board of Education of the Westwood Community Schools hereinafter referred to as Employer, and Westwood Educational Support Professionals, MEA/NEA as hereinafter referred to as the Union on behalf of the Employees as hereinafter defined. It has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment, pursuant to the provisions of the Michigan Employment Relations Act, MCL 423.201 *et seq.*, as amended.

ARTICLE 1 - RECOGNITION

SECTION A

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

All regularly scheduled full-time and/or part-time: paraprofessionals, and secretarial employees.

Excluded: Superintendent's executive assistant, Assistant Superintendent's administrative assistant, Accountant, Executive Director's administrative assistant, Senior Finance Officer's administrative assistant, Operation Director's administrative assistant, HR Administrative Assistant, Payroll/Benefit Coordinator, substitutes, and all others.

ARTICLE II - RIGHTS OF THE EMPLOYER

SECTION A

The Employer on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Employer;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.
6. To determine the financial policies, accounting procedures, budgetary matters, financial procedures, approval as to expenditures, and all financial decisions concerning the School District.

SECTION B

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement.

SECTION C

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

ARTICLE III - UNION RIGHTS, REPRESENTATION,
SPECIAL CONFERENCES AND COMMITTEES

SECTION A

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

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

SECTION B

Employees selected by the Union to act as union representatives shall be known as "officers". One of the officers shall be designated as "union president". There shall also be one recognized union representative for each job classification in this Agreement. The names of the employees selected as president and union representative shall be certified in writing to the Employer by the local Union.

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

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

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

SECTION C

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, up to two (2) Union representatives (Union representative and/or Local President) shall be allowed reasonable time when necessary to post notices, distribute literature, transmit communications to the Employer and consult with the Employer and MEA/NEA concerning the enforcement of any provisions of this Agreement.

Up to three (3) Union representatives shall be allowed time off without loss of pay to attend negotiating meetings.

SECTION D

The Employer agrees that accredited representatives of the MEA shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business.

SECTION E

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

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

SECTION F

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

Such meetings shall be between two (2) representatives of the Employer and two (2) representatives of the Union. Arrangements for such special conferences shall be made within three (3) days following the request and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences.

ARTICLE IV - GRIEVANCE PROCEDURE

SECTION A

A claim by an employee or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.

SECTION B

In the event that an employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her supervisor either personally or accompanied by the Union representative of his choice.

SECTION C

If, as a result of the informal discussion with his/her supervisor, a grievance still exists, he may evoke the formal Grievance Procedure. If the grievance involves more than one building or department, it may be filed with the Superintendent or a representative designated by him/her. (See Section E for the time limits for disposition of the grievance at the Superintendent level.) The grievance must be filed within fifteen (15) school days from the date of occurrence. For the purposes of this Article, during the summer recess "school days" shall be defined as days which are not Saturday, Sunday, holidays, or District closure.

SECTION D

Within three (3) school days of receipt of the written grievance, the supervisor shall meet with the Union in an effort to resolve the grievance. The supervisor shall indicate his disposition of the grievance, in writing, within five (5) school days of such meeting, and shall furnish a copy thereof to the Union.

SECTION E

If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, or eight (8) school days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. Within seven (7) school days, the Superintendent or his/her designee shall meet with the Union on the grievance and shall indicate his/her disposition of the grievance, in writing, within ten (10) school days of such meeting, and shall furnish a copy thereof to the Union.

SECTION F

If the Union is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration, provided that written notification to the Superintendent of this intent is submitted to him/her within thirty (30) days after the receipt of his/her disposition or thirty (30) days after the expiration of the time limits in Section E. The arbitrator shall be selected by the Michigan Employment Relations Commission (MERC) in accordance with its rules which shall likewise govern the arbitration proceeding. The Employer and the Union shall not be permitted to assert in such arbitration proceeding any group or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The cost of the arbitrator shall be shared equally by the parties.

SECTION G

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of the Agreement. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement.

SECTION H

A written grievance once submitted for disposition may not be altered, rewritten, changed or modified. New evidentiary information pertaining to the grievance as submitted may be brought forth at any time during the Grievance Procedure, but the discovery of such information shall not extend the time limits nor alter the basis of the grievance.

SECTION I

A written grievance submitted for disposition by the Union may be withdrawn without prejudice of future interpretation of the Agreement by the Union at any level of the Grievance Procedure.

SECTION J

If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, suspended or disciplined, he/she shall be reinstated with full reimbursement of all compensation lost, unless otherwise determined by the arbitrator. If he/she shall have been found to have been improperly deprived of any professional compensation, benefit, or advantage, the same or its equivalent in money shall be paid to him/her.

SECTION K

The time limits provided in this article shall be strictly observed, but may be extended by mutual written agreement of the parties.

SECTION L

Protection of Grievant: If any individual employee has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no written grievance shall be adjusted without prior notification to the Union and opportunity for a Union representative to be present and represent the grievant, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the employee shall be the sole responsibility of the Union.

ARTICLE V - LENGTH OF SERVICE

SECTION A

New 12 month employees hired in the unit shall be considered as probationary employees for the first 90 days of work actually performed. Less than twelve (12) month new employees shall serve a probationary period of ninety (90) days of work actually performed, which must fall during the school year. When an employee completes the probationary period accumulating ninety (90) days of work, he/she shall be entered on the length of service list of the unit and shall rank for length of service from the ninety (90) days of work prior to the day he/she completed the probationary period. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement, except that probationary employees may be discharged or disciplined for other than Union activity by the Employer and the

provisions of Article IV Grievance Procedure and Article VIII Employee Records, Discipline and Discharge of this Agreement shall not apply and the Union shall not contest the Employer's action.

SECTION B

An employee shall accumulate length of service in the bargaining unit, in the department and in the job classification in which the employee works in accordance with the time worked in the bargaining unit, department and job classification from the employee's date of hire. Department and job classification length of service is not cumulative and may be exercised only within the respective department or job classification in which it is accumulated. Movement from one department or job classification to another shall result in a new probationary period, provided there has been no break in continuous employment of the employee in the bargaining unit.

Job classifications shall be as follows:

SECRETARIAL/CLERICAL DEPARTMENT

1. Secretary

PARAPROFESSIONAL DEPARTMENT

1. Paraprofessional

SECTION C

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

SECTION D

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

ARTICLE VI - VACANCIES, PROMOTIONS AND TRANSFERS

SECTION A

Job vacancies will be posted online for a minimum period of seven (7) days setting forth the requirements for the position. Employees interested in the posted vacancy shall apply within the seven (7) day posting period.

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

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

SECTION B

Employees temporarily assigned to work in a higher classification shall be paid at the higher rate for all hours worked. Employees temporarily assigned in a lower classification shall receive their regular rate of pay. While serving in the temporary assignment the employee shall in all respects related to work assignments be treated as transferred to the position.

ARTICLE VII - LAYOFF PROCEDURE

SECTION A

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

SECTION B

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

SECTION C

Employees who have satisfactorily completed the probationary period and who are laid off shall be recalled to the next available vacancy in the job from which they were laid off, equivalent to the position the employee is laid off from, or in which they may exercise their accumulated length of service, which may arise within a period equal to the length of his or her length of service from the effective date of their layoff not to exceed two (2) years. An employee who is recalled must communicate acceptance in writing within fifteen (15) days from the date notice of recall is sent and begin work on the designated date to return. Failure to do so will result in loss of length of service and any right to recall. Notice shall be sent to the last address or personal e-mail address on file with the Employer. It is the responsibility of the employee to provide Employer with notification of any change in address or change in personal e-mail address.

ARTICLE VIII - EMPLOYEE RECORDS, DISCIPLINE AND DISCHARGE

SECTION A

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

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

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

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

SECTION B

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

SECTION C

Employees who have satisfactorily fulfilled the probationary period shall not be disciplined or discharged without just cause. If, in any case, the Employer decides it is prudent or necessary, the employee involved may be suspended during the investigation pending the final decision on the discipline or discharge to be imposed. The employee and the union will be notified in writing that the employee has been suspended pending a final decision to be made upon completion of the investigation. Should a period of ten (10) work days pass without a communication to the Union representative about the investigation, upon request of the Union representative, and within seventy-two (72) hours after the request, the Employer will meet with the employee and the Union representative during the period of suspension pending a final decision to advise them of the status of the investigation. The Union shall have the right to contest the period of suspension and discipline or discharge imposed as a grievance at the proper step of the grievance procedure after the final decision is made by the Employer and communicated in writing to the employee and the Union.

SECTION D

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

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

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

SECTION E

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

ARTICLE IX - WORK SCHEDULES AND CONDITIONS – SECRETARIES

SECTION A

The normal work day shall commence forty-five (45) minutes before the start of school and forty-five (45) minutes after the end of the school day, not to exceed eight (8) hours of paid time per day without approval of the Superintendent or his/her designee. However, variations of this schedule may be made to coincide with the school day. The normal work week shall be five consecutive workdays as stated above, Monday through Friday. Whenever work is in excess of

such standard work day or week, employees shall be compensated as per Article X, Section B, PARAPROFESSIONALS.

SECTION B

Ten-month secretaries shall begin the normal work year two weeks prior to the first day of school for students, and will conclude one week after the last day of school for students.

SECTION C

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

SECTION D

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

SECTION E

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

SECTION F

Secretarial employees working less than 52 weeks requested to work additional weeks beyond their regular assignment will be paid at their regular rate of pay.

SECTION G

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

SECTION H

Each secretary shall be the holder of a high school diploma or greater granted by an accredited institution. The District may waive this requirement if a candidate has at least five years' experience in a related field and possesses equivalent skills and qualifications to perform secretarial tasks.

ARTICLE X - WORK SCHEDULES AND CONDITIONS – PARAPROFESSIONALS

SECTION A

Paraprofessionals shall work a 7 1/2 hour day, consisting of a seven-hour workday, plus 1/2 hour unpaid lunch.

SECTION B

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

1. All work performed in excess of eight (8) hours in any work day, unless the work is part of the regularly scheduled forty (40) hour work week for the employee.
2. All work performed in excess of forty (40) hours in any work week.

SECTION C

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

SECTION D

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

SECTION E

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

SECTION F

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

ARTICLE XI - HOLIDAYS

SECTION A

Paid holidays shall be recognized and observed in accordance with the SCHEDULE OF PAID HOLIDAYS set forth in Appendix B.

ARTICLE XII - PAID LEAVE DAYS

SECTION A

Paraprofessionals shall be granted twelve (12) leave days per year and the value of said twelve (12) leave days shall be rolled into the paraprofessional's base pay. These leave days shall be credited at the beginning of each school year.

Unused leave days shall not be permitted to accumulate as the value of said leave days has been rolled into the employee's base pay.

Paraprofessionals shall be allowed to utilize up to six (6) leave days in a school year without loss of pay. Any leave days off in excess of six (6) shall be without pay. No more than three (3) leave days will be granted consecutively, except in case of emergency approved by the Superintendent of Schools or his/her designated representative. No leave days will be granted after June 1st of the school year, except in case of emergency approved by the Superintendent of Schools or his/her designated representative. No leave days will be granted contiguously prior to or following a holiday or school break, except in case of a documented illness or injury that prevents the employee from reporting for work or an emergency approved by the Superintendent of Schools or his/her designated representative. It shall be the responsibility of the paraprofessional to provide the Superintendent of Schools or his/her designated representative with sufficient documentation of the illness or injury from a physician or sufficient information upon which to determine if a legitimate emergency exists.

SECTION B

Secretaries shall be granted leave days as follows:

- 12 month secretaries – 12 leave days and 2 personal business days
- 10 month secretaries – 10 leave days and 2 personal business days

These leave days shall be credited at the beginning of the school year, but shall be earned on a monthly basis. Once the secretary has utilized the maximum number of leave days per year, additional days off shall be without pay.

For the secretaries, days for personal business must be requested in writing in advance through the office of the Superintendent of Schools, or his/her designated representative and must be given in ample time. Other items of a nature of emergency must be approved by the Superintendent of Schools, or his/her designated representative.

For the secretaries, no more than three (3) leave days will be granted consecutively, except in case of emergency approved by the Superintendent of Schools or his/her designated representative. No leave days will be granted after June 1st of the school year, except in case of emergency approved by the Superintendent of Schools or his/her designated representative. No leave days will be granted contiguously prior to or following a holiday or school break, except in case of a documented illness or injury that prevents the employee from reporting for work or an emergency approved by the Superintendent of Schools or

his/her designated representative. It shall be the responsibility of the secretary to provide the Superintendent of Schools or his/her designated representative with sufficient documentation of the illness or injury from a physician or sufficient information upon which to determine if a legitimate emergency exists.

SECTION C

Half-day absences: Employees reporting at the beginning of their work period shall be counted as absent one-half (1/2) day if they are forced to leave their work assignment because of illness or emergency situation any time after having been present three (3) hours.

ARTICLE XIII - LEAVES OF ABSENCE

SECTION A

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

SECTION B

Any request for a leave of absence shall be submitted in writing by the employee to the Superintendent or his/her designee at least one month prior to the planned beginning date of such leave. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by the Superintendent or his/her designee, and it shall be in writing.

SECTION C

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

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

SECTION D

Employees injured in the course of their job, said injury recognized under the provisions of the Michigan Worker's Compensation Act. When said injury is the result of an accident, assault, or

negligence on the part of the School District, the Employer will continue pay at the daily rate per contract, less the amount paid by Worker's Compensation, for a period up to a maximum of one hundred (100) days' pay. This is an exclusive payment during this period and no individual sick leave days shall be used.

SECTION E

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

1. Health
 - (a) Personal, physical or mental illness
 - (b) Illness in the immediate family for which the employee must care.
 - (c) Should an employee elect to use accumulated sick leave during their pregnancy related disability or complications therefrom and their accumulation is exhausted, they will be placed on a leave of absence without pay for physical illness. Childcare leaves shall be granted at the request of the employee for a period not to exceed one (1) year.
2. Military Service
 - (a) Any employee who is a member of a reserve force of the United States or of this State, and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State, shall be granted a leave of absence during the period of such activity.
 - (b) Any employee who enters into active service in the armed forces of the United States while in the service of the Employer, shall be granted a leave of absence for the period of the military service. Said leave of absence shall not exceed the initial enlistment except as extended by a mandate of Congress.
3. Union Business
 - (a) Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed two (2) years unless prohibited by law.
 - (b) The Union President, or designee, selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it shall be renewed or extended for a similar period at any time upon the request of the Union.

4. Education

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

SECTION F Family and Medical Leave

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

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

If an employee fails to return from an unpaid leave during which the employee received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Employer unless the employee was otherwise entitled to the continuation of the benefits under other section of this Agreement. Repayment shall be made within fifteen (15) days after the demand for payment or according to a repayment plan agreed upon between the employee and the Employer. The repayment amount, or any portion thereof, will be deducted from any wage or other payments owing to the employee. Any deficiency shall be collectible by initiating legal action if not remitted within fifteen (15) days after demand for payment is made.

ARTICLE XIV - VACATIONS

SECTION A

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

6 months to one year of service	-	5 days
1 year to 10 years of service	-	10 days

11 years to 15 years of service	-	15 days
16 years or more of service	-	20 days

SECTION B

Vacation days may be requested for use at such times during the year as are suitable, considering both the wishes of the employees and the efficiency and operation of the schools in the district. Vacation days must be requested for approval not less than thirty (30) days in advance of the date requested for use, unless otherwise approved by the employee’s supervisor.

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

SECTION C

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

ARTICLE XV - COMPENSATION AND BENEFITS

SECTION A WAGE SCHEDULE

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement. When a bargaining unit employee applicant is awarded a position in a new department the employee will be placed on the first step of the wage schedule

The salaries and wages of employees shall be paid bi-weekly, on Friday of the appropriate week.

SECTION B

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

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

SECTION C

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

SECTION D- FLEXIBLE SPENDING

The Employer may provide a flexible spending plan in accordance with Section 125 of the Internal Revenue Code to all eligible members of the bargaining unit. Employees, at their option, may reduce their salaries to be applied to Medical Reimbursement Accounts, Dependent Care Accounts and Pre-Paid Life Insurance at retirement. The costs for administration of the Section 125 Plan shall be funded through salary reduction of the plan participants.

ARTICLE XVI - INSURANCE PROTECTION

SECTION A

The Employer agrees to provide to all employees the following insurance benefits:

- MESSA Healthcare coverage with the following plan design:

Product:	MESSA Choices II
In Network:	\$300/\$600
Out Network:	\$600/\$1200
OV/UC/ER:	\$5/\$10/\$25
Prescription:	Saver Rx (\$2/10/20/40)

The Board agrees to pay eighty percent (80%) of the total premium cost for the coverage specified above or such coverage mutually agreed upon by the parties. The remaining 20 percent (20%) of the premium cost shall be borne by the employee on a pre-tax basis. Employees shall not receive a health subsidy if they are already receiving these benefits through a spouse. This coverage shall remain in effect during the duration of this agreement. The Board shall vote annually to renew this cost share arrangement as prescribed under the Publically Funded Health Insurance Contribution Act (PA 152 of 2011).

- MESSA Sponsored Group Dental Plan 80-80-50 MBL \$1,000
- MESSA Sponsored Group Life Insurance of \$20,000 with AD & D
- MESSA Vision Plan VSP-3
- MESSA Sponsored LTD

Long-term disability insurance protection for employees shall provide a benefit of 66 2/3 percent of the employee's monthly contractual salary based upon Appendix A, Salary Schedule, excluding additional compensation for extra duties, up to a maximum benefit of \$5,000 (five thousand dollars) per month which shall begin upon the expiration of sixty (60) calendar days or accumulated sick leave, whichever is greater, and continue for the duration of the disability until age seventy (70).

Employees not needing health insurance may select Plan B. Outline of the benefits levels of Plan B as follows:

- MESSA Sponsored Group Dental Plan 80-80-50 MBL \$1,000
- MESSA Sponsored Group Life Insurance of \$20,000 with AD & D
- MESSA Vision Plan VSP-3
- MESSA Sponsored LTD (Same as above)

Employees who do not take the health insurance benefit from the Employer may choose, in lieu thereof, to receive a cash payment of two hundred dollars (\$200) each month or may choose to receive the benefits of any other optional benefit package the Employer may design and offer as an option in lieu of health insurance benefits not to exceed the value of two hundred dollars (\$200) each month. The cash payment and optional benefit plan will be implemented through an IRC § 125 Plan as may be required by law to preserve the nontaxable status of the health insurance plan. The IRC § 125 Plan will include provisions for dependent child care and medical expense reimbursement salary reduction accounts. Employees whose spouse is employed by the School District, and the employee is covered as a dependent through the spouse, are ineligible for the "opt out" payment.

SECTION B

An employee must comply with all requirements of the insurance carrier for application and enrollment. An employee must notify the Employer promptly of any change in marital status and/or number or age of dependents which would result in an adjustment of premiums paid by the Employer for insurance coverage. The Employer may make periodic requests for this data. Where applicable, the Employer may cover two or more employees under one premium, with one employee designated as the insured and any others as dependents.

SECTION C

The Employer shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31 following completion of the school year. Any employee who takes leave for reasons of health and/or child care commencing during a school year, inclusive of the first work day of the school year, shall be continued on health insurance coverage only until six months after the commencement of the leave inclusive of Family and Medical Leave Act benefits. Employees who terminate or take leave commencing during the school year otherwise shall have insurance coverage terminated at the end of the month in which the termination is effective or leave commences, except as may be required by law.

SECTION D

There shall not be any duplication of insurance premiums paid by the Board for coverage of bargaining unit employees. Where one employee can be designated as the insured and another employee as a covered dependent, the Employer shall not be obligated to pay more than one premium for the insurance coverage provided. The employee named as the insured and the employee named as the dependent shall be at the option of the employees involved. Where the bargaining unit employee is designated as the dependent for the health insurance coverage, that bargaining unit employee shall not be eligible for the benefit provided to employees who do not take the health insurance benefit.

ARTICLE XVII - TERMINATION AND MODIFICATION

SECTION A

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

SECTION B

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

SECTION C

This Agreement shall be effective as of _____, 2015 and continue in effect until June 30, 2018.

UNION:

EMPLOYER:

LINDA PITTS, Representative
Westwood ESP, MEA/NEA

SUE C. CARNELL, Superintendent
Westwood Community School District

CHERYL ANN ROBINSON
UniServ Director
Westwood ESP, MEA/NEA

TIMOTHY EMERY, President
Westwood Community School District

CHERYL BELL-EVERETT, Secretary
Westwood Community School District

APPENDIX A - WAGE SCHEDULE

The salaries of employees covered by this Agreement are set forth in Appendix A below, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for the term of this Agreement. An employee's per diem salary rate for a school year shall be calculated by dividing the employee's annual salary as set forth in Appendix A by the number of an employee's work days for that school year specified in the school calendar for that school year. There shall be no step increments granted for the 2015-16 and 2017-18 school years. Step increments shall be granted for all eligible employees for the 2016-17 school year, and it is understood that the eligible employee shall move to the next step on the schedule, not two steps at once.

During the 2015-16, 2016-17, and 2017-18 school years, employees shall take up to six (6) unpaid furlough days at the employee's daily rate of pay, for each day the District is closed. This furlough day arrangement is in consideration of the District's Deficit Elimination Plan and shall cease on the last employees' workday in June, 2018 and shall not be considered "status quo" for purposes of any future school year unless mutually agreed upon by the parties.

In the event that the School District is able to reimburse the teachers for unpaid furlough days through outside revenue sources, then the members of this bargaining unit will be reimbursed as well or not be charged for a furlough day. If the teachers take an unpaid furlough day, then the members of this bargaining unit will take an unpaid furlough day as well.

	2014-15 Salaries			2015-16 Salaries		
	12 Month	10 Month		12 Month	10 Month	
Steps	Secretary	Secretary	Parapros	Secretary	Secretary	Parapros
1	\$ 27851	\$ 24102	\$ 15561	\$ 28130	\$ 24343	\$ 15717
2	28765	25073	16192	29053	25324	16354
3	29926	26062	16834	30225	26323	17002
4	31066	27034	17465	31377	27304	17640
5	32226	28023	18107	32548	28303	18288
6	33388	29013	18750	33722	29303	18938
7	34549	30002	19392	34894	30302	19586
8	35651	30973	20022	36008	31283	20222
	2016-17 Salaries			2017-18 Salaries		
Steps	12 Month	10 Month		12 Month	10 Month	
	Secretary	Secretary	Parapros	Secretary	Secretary	Parapros
1	\$ 28130	\$ 24343	\$ 15717	\$ 28130	\$ 24343	\$ 15717
2	29053	25324	16354	29053	25324	16354
3	30225	26323	17002	30225	26323	17002
4	31377	27304	17640	31377	27304	17640
5	32548	28303	18288	32548	28303	18288
6	33722	29303	18938	33722	29303	18938
7	34894	30302	19586	34894	30302	19586
8	36008	31283	20222	36008	31283	20222

APPENDIX B - SCHEDULE OF PAID HOLIDAYS

<i>Holiday</i>	<i>Secretarial</i>	<i>Paraprofessional</i>
New Years Day	X	X
Day after New Years	X	X
MLK Jr Day	X	X
Good Friday	X	X
Easter Monday	X	X
Memorial Day	X	X
July 4th	*	
Labor Day	X	X
Thanksgiving Day	X	X
Friday after Thanksgiving	X	X
Christmas Eve	X	X
Christmas Day	X	X
New Year's Eve	X	X
* The 12 month secretary will have Fourth of July as a holiday		