

Agreement between

# W-WESA

MEA/NEA

**Wayne-Westland Educational  
Secretaries Association**

and the

**Board of Education**

Wayne-Westland Community Schools

July 1, 2019 – June 30, 2022

Wayne-Westland Community Schools, Westland, MI 48185





## TABLE OF CONTENTS

<b>ARTICLE 1 - RECOGNITION</b>	5
<b>ARTICLE 2 - EMPLOYEE RIGHTS</b>	6
<b>ARTICLE 3 - CONDITIONS OF EMPLOYMENT</b>	7
3.1.1 Probationary Employees	8
3.1.2 Probationary Performance Review	8
3.1.3 Evaluations	8
3.2 Seniority List	8
3.3 Elimination of Positions/Layoffs & Recalls	9
3.3.1 Recall Procedures	11
<b>ARTICLE 4 - COMPENSATION/SALARY</b>	12
4.2 Salary Step Movement	12
4.3 Sick Leave	13
4.6 Bereavement Leave	15
4.7 Severance	15
4.8 Union Business	16
4.9 Personal Business Days	16
4.10 Workers' Compensation	16
4.11 Mileage	18
4.12 Jury Duty/Subpoenas	18
<b>ARTICLE 5 - UNPAID LEAVES OF ABSENCE</b>	18
5.1 Medical Leave	18
5.2 Parental Leave	19
5.3 Military Leave	19

5.4	General Purpose Leave	19
<b>ARTICLE 6 - HOURS OF WORK</b>		20
6.1.1	Compensatory Time	21
6.3	Additional time	21
6.6	Lunch Period	23
6.7	Relief Periods	23
6.8	Work Loads and Assignments	23
6.9	Duties	24
<b>ARTICLE 7 - VACANCIES, PROMOTIONS, TRANSFERS</b>		26
7.1	Posting Process	26
7.2.1	Seniority List	28
7.7	Involuntary Transfers	29
<b>ARTICLE 8 - DISCIPLINE AND DISCHARGE</b>		30
8.4	Use of Past Record	31
<b>ARTICLE 9 - HOLIDAYS, VACATIONS, INSURANCE</b>		31
9.1	Holidays	31
9.3	Vacation	32
9.12	Vacation Schedule	34
9.13	Health Insurance	35
9.14	Dual Insurance Coverage	36
9.16	Life Insurance	39
9.17	Dental Insurance	40
9.18	Vision Insurance	40
9.19	Long-Term Disability Insurance	41
<b>ARTICLE 10 - NEGOTIATION PROCEDURE</b>		41
<b>ARTICLE 11 - GRIEVANCE PROCEDURE</b>		43
11.1	Definition of a Grievance	43

11.2	Adjustment of a Grievance	43
11.3	Withdrawal of a Grievance	43
11.4	Grievance Procedure	43
<b>ARTICLE 12 - MISCELLANEOUS PROVISIONS</b>		46
12.12	Inclement Weather Days	48
<b>ARTICLE 13 - SCHOOL DISTRICT'S RIGHTS</b>		50
<b>ARTICLE 14 - DURATION OF AGREEMENT</b>		52
<b>APPENDIX A - WAGES</b>		53
<b>APPENDIX B - CLASSIFICATIONS</b>		56
<b>APPENDIX C - EVALUATION</b>		59

## **ARTICLE 1 - RECOGNITION**

### **1.1**

The Employer hereby recognizes the Wayne Westland Educational Secretaries Association (“WWESA”) as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all educational secretaries and all personnel engaged in secretarial and clerical work, including bookkeepers, data processing technicians, receptionists, and IMC clerks.

Exclusions: Executive Secretaries and Excluded Secretaries.

### **1.2**

The Employer agrees it will not make permanent changes in duties, job titles, grades or working conditions of any position within the bargaining unit or establish any new bargaining unit position without prior negotiation and agreement with the WWESA.

#### **1.2.1**

Temporary job assignments shall not exceed 65 working days in length. Experience gained in the temporary job assignment shall not be considered in the selection of an employee, should the position be posted as a permanent job.

### **1.3**

The Employer reserves the right to create new positions within the bargaining unit and to establish the duties for such positions. In the event of a dispute over the inclusion or exclusion of a new position into or from the bargaining unit, such dispute shall be subject to the grievance procedure.

#### **1.4**

The Employer agrees to negotiate with the Association before establishing any rate of pay, hours or other conditions of employment for any new position which would be within the bargaining unit.

### **ARTICLE 2 - EMPLOYEE RIGHTS**

#### **2.1**

Pursuant to Act 379 of the Public Acts of 1965, the Employee hereby agrees that every member of the bargaining unit herein defined shall have the right freely to organize, join and support his/her group for the purpose of engaging in collective bargaining or negotiation. As duly elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the exercise of any rights conferred by said Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of her membership in the WWESA her participation in any activities of the WWESA, or collective professional negotiations with the Employer, or her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment.

#### **2.2**

The WWESA and its members shall have the right to use school buildings facilities pursuant of Board policy at all reasonable hours for meetings. No WWESA member shall be prevented from wearing insignia, pins or other identification of membership in the WWESA either on or off school premises.

The Association shall have the right to use the District mail (electronic or interoffice) system, and bulletin boards provided all such Association material is clearly identified and the Association accepts all responsibility for such material.

### **2.3**

The Employer agrees to furnish to the WWESA in response to requests all available information concerning the financial resources of the District, in developing intelligent, accurate, informed and constructive programs on behalf of the membership, together with information which may be necessary for the WWESA to process any grievance or complaint.

### **2.4 Maintenance Conditions**

By virtue of entering into this Agreement, no WWESA employee shall suffer any loss of benefits (wages, hours, and conditions of employment) in the newly ratified contract as a result of physical errors in the printing, compiling and distribution of the contract.

## **ARTICLE 3 - CONDITIONS OF EMPLOYMENT**

### **3.1**

The following screening procedures for all secretarial placements within the district will be in effect. A computerized assessment instrument testing skill levels in language arts, computer skills and math will be used to determine minimal qualification standards for positions requiring those qualifications. The assessments must be successfully completed before a candidate can be recommended for any WWESA position requiring those qualifications.

If a WWESA member has been tested previously and the results are available that s/he passed the test, then that aspect of the test will be waived.

### **3.1.1 Probationary Employees**

An Employee is a probationary employee for the first ninety (90) days of employment. Periods of absence from work shall not be counted towards completion of the probationary period.

There shall be no seniority rights for layoff, recall, discipline, or discharge for probationary employees and no such matters will be subject to the grievance procedure. Upon completion of the probationary period, the employee will acquire seniority from his/her date of hire.

The Association shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment. The probationary employee shall have the same rights as other employees, except as modified in this Article.

### **3.1.2 Probationary Performance Review**

A job performance review between the probationary employee and supervisor will be held as follows: a verbal evaluation after twenty-five (25) days; a second verbal evaluation after fifty (50) days; and a formal written evaluation after seventy-five (75) days will be signed by the supervisor and the employee if the probationary period has been satisfactorily fulfilled; otherwise the employee will be discharged.

### **3.1.3 Evaluations**

WWESA employees shall be evaluated every two (2) years. The evaluation instrument can be found in Appendix C.

## **3.2 Seniority List**

A seniority list shall be maintained for all WWESA members for the purpose of filling positions, layoffs, bumping and recall. Seniority shall accrue from date of original employment in WWESA.

Effective July 1, 2005, seniority for WWESA members will be earned at the same rate as retirement credit is earned with the state based on the employee's standard hours projected through June 30<sup>th</sup> of each year.

Seniority shall be adjusted once a year as outlined in Article 7.2.1.

For computation of vacation, length of service with the District shall prevail.

### **3.3 Elimination of Positions/Layoffs & Recalls**

In the event of the elimination of WWESA positions the District will implement the following procedures:

- A. Management will place a displaced WWESA member into an open position that is in his/her same yearly appointment and same grade.
  
- B. WWESA members whose jobs have been eliminated or whom the District has displaced may bid for posted positions without the time limitations in Article 7.3 applying to them.
  
- C. If lateral transfers to open positions or the posting process does not result in the placement of the displaced WWESA member(s), the affected employee(s), in seniority order, shall displace the lowest seniored employee(s) within the same grade and yearly appointment.
  - i. If no such position is available, the District will place the employee into the position of the lowest seniored WWESA member with the same grade and the next lower weekly appointment.

- ii. If no such position is available, the District will place the employee into the position of the lowest seniored WWESA member with the next lower grade and the same original weekly appointment.
- iii. If no such position is available, the District will place the employee into the position of the lowest seniored WWESA member with the next lower grade and the next lower weekly appointment.
- iv. After this process, if there is no position into which the District can place the employee, the District shall lay him/her off.

D. Part-time WWESA employees whose positions have been eliminated or who have been displaced, shall follow the above listed procedures for bumping to other part-time positions.

When no other part-time positions are available, the part-time employee shall bump into a full time position using the procedures identified above, but only after the placement of full-time employees.

E. WWESA members who accept lower grade positions or less weeks of work, either through the bumping procedure or the return from layoff procedure, shall have preference for a period of twelve (12) months over laid off WWESA members for placement in a vacancy in her original grade and/or weeks.

If the District places the WWESA employee into a different position of the same grade and/or weeks, the time limit of preference over a laid off member for placement into a vacancy in his/her original position shall be six (6) months.

An employee is entitled to only one preferential move. The periods of six and twelve months begin from the first day of work in the WWESA member's new position.

F. Any WWESA employee who is to be placed on layoff shall be notified at least thirty (30) calendar days in a normal situation or two (2) weeks notice in a contingency situation in writing by the employer prior to the layoff.

G. WWESA personnel cannot be laid off and replaced by non-WWESA personnel.

### **3.3.1 Recall Procedures**

If a vacancy occurs when a WWESA member(s) is on layoff under Article 3.3 or returning from a leave of absence under Article 5, the position(s) shall be posted in accordance with Article 7.1. The laid off or returning from leave member(s) shall be placed on the bid list for the open position(s) which will be offered in seniority order in accordance with Article 7.1. At the end of the process, any remaining vacancies will be offered to laid-off and/or returning from leave employees in seniority order. Refusal of an open position at the end of the process shall be considered a voluntary termination.

Seniority shall continue to accrue for one year from the date of layoff.

Upon the first year of layoff and every year thereafter, the laid off member shall be responsible for keeping their address and phone number up to date with the Human Resources Office (734) 419-2032. A laid-off member who does not respond to a written recall notice within fifteen days shall be considered a voluntary termination.

### **3.4**

In the event of layoffs due to strikes by other bargaining units within the district, the normal

bumping procedure will not apply. All WWESA employees shall receive layoff notice in this event. Notice shall be in writing two weeks in advance. Administration reserves the right to actually layoff as conditions dictate.

#### **3.4.1**

At the termination of a strike, all WWESA employees laid off under 3.4 will be recalled at the same time.

#### **3.5**

In the event of layoffs due either to strikes or lack of funds or job elimination, the Employer agrees not to fill vacancies, or assign duties or responsibilities to anyone other than WWESA personnel.

### **ARTICLE 4 - COMPENSATION/SALARY**

#### **4.1**

The salaries of employees covered by this Agreement are set forth in Appendix A and Appendix B as shown in both grades and steps.

#### **4.2 Salary Step Movement/Longevity**

The District shall pay the employee in accordance with the individual's appropriate step and grade.

Beginning July 1, 2019, the 2018-2019 WWESA salary scheduled will be renumbered with Steps 1-12 (Appendix A).

For the 2019-2020 school year, the WWESA salary schedule will increase by \$1.00 on each grade and step. For the 2020-2021 school year, the WWESA salary schedule will not be

increased. The WWESA salary schedule will be increased by \$1.00 on each grade and step for the 2021-2022 school year. WWESA members will advance one (1) step on the salary schedule for each year of this Agreement.

If a WWESA member begins employment before January 1<sup>st</sup> of a given year, s/he shall be moved one step or one half (½) step based on the negotiated salary schedule the following July 1<sup>st</sup>.

If a WWESA member begins employment after January 1<sup>st</sup> of a given year, s/he shall receive no experience increment the following July 1<sup>st</sup>. S/he will wait until the next July 1<sup>st</sup> before receiving his/her experience incremental step.

Longevity will be paid on the following basis:

13-14 years of service in WWESA	\$500
15-19 years of service in WWESA	\$750
20-24 years of service in WWESA	\$1,150
25 plus years of service in WWESA	\$1,750

#### **4.2.1**

All bargaining unit members shall have 100% of their wages paid through direct deposit at a financial institution of their choice that participates in the federal automated clearing house (ACH) system.

#### **4.3 Sick Leave**

Sick leave will be allocated to WWESA members as follows:

- 44 & 46 week employees – 10 days
- 52 week employees – 12 days

Sick leave is provided as an insurance of regular pay during periods of illness when in the employ of the District and may be used for:

- a) Bona fide incapacity to report for and discharge duties, including disabilities related to pregnancy.
- b) Providing care for a member of the immediate family who is ill, when no other immediate arrangements are possible. Time beyond two days is subject to administrative review and determination.
- c) Emergency visits to the doctor or dentist.
- d) Death in the family (spouse, children, parents, grandchildren, close relatives and close associates), Use of sick time for this purpose is limited to five (5) days per occurrence
- e) For extended absences, the Board reserves the right, at its expense, to have the employee examined by a physician with respect to ability to return to work. The employee will make her/himself available for such examination and will cooperate in furnishing any necessary information in connection therewith.

The physician selected by the Board will provide it and the employee with a report. In the event of conflict between the reports of the two physicians, the report of a mutually agreed to third physician, provided at Board costs, will prevail.

#### **4.4**

All new employees shall be advanced earned sick days at the rate of one day per month on a prorata basis, based on the number of remaining months in the fiscal year. Beginning the second year, additional sick days shall be earned at the rate of one day per month and shall

be credited monthly to the sick leave account of this individual.

#### **4.5**

Sick leave shall accumulate without limit.

#### **4.6 Bereavement Leave**

Members shall be credited five (5) bereavement leave days per year to be used for a death in the immediate family for purposes of attending to the death and/or attending the funeral/memorial service. Immediate family is defined as father, mother, step-father, step-mother, spouse, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, children or step-children. If additional days are required, use of sick leave in accordance with Article 4.3 is permissible. Bereavement days shall not carry over from one year to another.

#### **4.7 Severance**

The Board agrees to provide WWESA members having 10 or more years of District service additional compensation upon severance of employment for any reason excluding employee dismissal. If severance is due to retirement under the MPSERS, the District shall pay the affected member an amount equal to 5% of his/her current annual salary for a member who has 10-14 years of District service and 7% of his/her current salary for a member with 15 or more years of District service, plus an amount equal to the employee's accumulated total number of sick and personal business days multiplied by \$20.00.

When severance of employment is due to other reasons, excluding employee dismissal, any WWESA employee, with ten years or more District service, shall be paid an amount equal to the employee's total number of accumulated sick and personal business days multiplied by \$20.00. In the event of any employee's death, payment will be made to the estate.

#### **4.8 Union Business**

A union representative may be released, upon permission of the department supervisor, from regular duties without loss of salary for one day each semester for the purpose of participating in area or regional meetings of the Michigan Association of Educational Office Personnel and the Wayne County Association of Educational Secretaries.

##### **4.8.1**

A union representative engaged during the working day on behalf of the WWESA with any representative of the Employer or participating in any grievance negotiation shall be released from regular duties without loss of salary.

#### **4.9 Personal Business Days**

Employees shall be allowed three (3) days per year for absences of a personal nature. Except in case of extreme emergency, absences immediately before or after a holiday or recess will not be valid under this section.

Unused personal business leave shall be added to the employee's sick leave bank June 30 of each year.

#### **4.10 Workers' Compensation**

Any employee who is absent because of an injury or disease payable under the Michigan Workers' Disability Compensation Act shall be treated in the following manner:

1. For the first seven (7) calendar days of such absence, the employee shall be charged sick leave from his/her accumulated account or, if the employee so requests, personal business leave. If the employee has exhausted sick leave and/or personal business leave, s/he shall be considered "absent without pay" for

any absences not covered by his/her account.

If the employee's incapacitation continues to the 15<sup>th</sup> calendar day and/or beyond, the employee so affected shall have the sick leave and/or personal leave charged to his/her account for the first 5 working days of his/her absence restored to his/her account.

2. If the employee incapacitation extends beyond the period of 7 calendar days, and it has been determined that the injury/disability is payable under the Michigan Worker's Compensation Act, s/he shall not be charged sick leave and/or personal leave for any further absences for such incapacitation for a period of up to 90 calendar days from the date of said injury. The employee shall also, during this period of time, receive from the Board the difference between his/her Workers' Disability Compensation check and his/her regular salary.
3. If the employee's incapacitation continues beyond the 90 day period stated in Article 4.9 (2) above, s/he shall continue to receive the difference between his/her Workers' Disability Compensation check and his/her regular salary to the extent and until such time as said employee has used up all of his/her remaining sick leave and/or personal leave days.
  - a. For purposes of this subsection, "full salary from the Board" shall mean the individual's contracted amount. It shall not include any extra work/extra pay assignments.
  - b. It is also understood that, after the 90 day period, the amount of sick leave or personal leave to be deducted from the employee's account will be ½ day for any full day's absence. If the employee is absent less than a full day, the

employee will still be charged ½ day from his/her sick or personal leave account.

#### **4.11 Mileage**

WWESA members who are using their own transportation for carrying out the responsibilities for the school system shall be reimbursed for the mileage at the IRS rate and Board procedures.

#### **4.12 Jury Duty/Subpoenas**

Any WWESA member who serves on jury duty or is subpoenaed to testify in court for non-personal litigation, will be paid his/her regular pay minus any amount scheduled to be paid by the court (excluding mileage) and in turn will submit to his/her employer a copy of the check received for obligation. WWESA members may submit jury duty/subpoena parking receipts to the District for reimbursement.

### **ARTICLE 5 - UNPAID LEAVES OF ABSENCE**

#### **5.1 Medical Leave**

Any employee, upon completion of the probationary period, whose personal illness extends beyond the period compensated under sick leave and personal leave shall be granted an unpaid leave of absence for such time as is necessary for complete recovery, but not to exceed one year following the exhaustion of sick leave and personal leave time. An additional year may be granted upon review and determination of administration and notification to WWESA.

The employee shall notify the Human Resources Department of his/her intent to return and shall furnish Human Resources with a medical release.

Upon notice of intent to return, the WWESA member shall be placed on the recall list and

recalled in order of seniority and in accordance with Article 3.3.1.

## **5.2 Parental Leave**

The Board of Education shall grant a parental leave of absence to a member of the bargaining unit upon a timely written request to the Human Resources Department prior to the date of commencement of such leave.

- A. Parental Leave will be granted to an employee within one year of the time s/he adopts a child, acquires a child by birth or marriage or assumes the legal responsibility of a family.
- B. Leaves may be extended for up to one (1) additional year upon request of the employee and with the approval of the Superintendent or his designee.
- C. Upon return, the WWESA member shall be placed on the recall list and recalled in order of seniority and in accordance with Article 3.3.1.

## **5.3 Military Leave**

Military leave shall be granted in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Upon return, the WWESA member shall be placed in accordance with the USERRA.

## **5.4 General Purpose Leave**

An employee who has completed two (2) consecutive years of service with the district shall be granted a leave of absence for personal reasons excluding other employment. This leave will be without pay or increment or loss of previously earned seniority, for a period of up to one (1) year.

Leaves may be extended for up to one (1) additional year upon request of the employee and with the approval of the Superintendent or his designee.

Upon return, the WWESA members shall be placed on the recall list and recalled in order of seniority and in accordance with Article 3.3.1

## **5.5**

Seniority shall not accrue for any unpaid leave of absence.

## **5.6**

A voluntary leave of absence may be terminated by mutual agreement between the Board of Education and the employee prior to the anticipated termination date.

Upon return, the WWESA members shall be placed on the recall list and recalled in order of seniority and in accordance with Article 3.3.1

# **ARTICLE 6 - HOURS OF WORK**

## **6.1**

The normal work week shall be 37.5 hours, Monday through Friday, for WWESA secretaries and 32.5 hours for elementary IMC clerks. All hours worked between 4:30 p.m. through 12:00 midnight shall earn a shift premium of 10 cents per hour above the employee's hourly rate as listed on the salary schedule.

Overtime at the rate of time and one half shall begin for time over eight (8) hours in any one day and shall be paid in quarter hour increments. Saturday shall be paid at the rate of time and one half. Sunday shall be paid at the rate of double time; holidays shall be paid at the regular rate plus double time. The District will first offer overtime on a rotating basis by seniority

to the secretary/ies responsible for the work.

The normal work day shall be 7.5 hours for secretaries and 6.5 hours for elementary IMC clerks. The Superintendent of Schools may increase the hours of the elementary IMC clerks if the Superintendent deems it necessary at a particular building.

The Superintendent of Schools may adjust work days and/or work weeks to comply with mandated State and Federal guidelines. Prior to implementation of said guidelines, the Board agrees to negotiate to mutual agreement the adjustment of such changes with the Association.

### **6.1.1 Compensatory Time**

WWESA members shall have their choice of compensatory time or overtime pay if required to work beyond the normal work day or work week when mutually agreeable with the employer. If there is no mutual agreement, the employee will be paid.

If the compensatory time is beyond the eight (8) hour day or forty (40) hour week, the employee will receive such time at a rate of one and one half hours for each hour worked. The employee may use compensatory time at any time before the end of the fiscal year as long as the time does not unduly disrupt the operation of the District.

## **6.2**

The Employer recognizes the principle of a normal work week and whatever or wherever possible, will set work schedules and make work assignments which can be reasonably completed within such a work week. The Employer, therefore, will not regularly require WWESA employees to work in excess of such normal day or week.

## **6.3 Additional time**

All full time 44-week employees may be required to work up to two (2) additional weeks.

These additional weeks may be scheduled by Management prior to or after the regular 44-weeks. Up to three (3) days of this time may be used to complete the initial job procedures manual for each WWESA position; one (1) of these three (3) days may be planned as professional development with similarly titled positions. 44-week employees may use one (1) day of this time annually for review of the manual, if necessary.

Elementary and middle school secretaries will work two (2) days or a total of fifteen (15) hours in addition to their 44 week schedule. This additional time will not count toward any additional vacation or sick leave time.

Normally, this additional time will be worked one day immediately preceding the secretaries' regular five (5) work days prior to the day teachers report to work and the second day on the Friday before Labor Day.

This additional 2 days of work does not apply to IMC Clerks.

### **6.3.1**

Forty-four (44) week secretaries and IMC clerks will work five days after the traditional school year is complete. Three (3) of these days will immediately follow the closing of school. The remaining two (2) days will be worked during the summer recess. The specific days worked will be decided through mutual agreement at least five (5) days before the closing of school.

In the event mutual agreement cannot be reached, the administrator will determine when the two (2) days are to occur. Pay for these days will be credited in June.

### **6.4**

The District may require part time employees (if the work load dictates) to work additional hours, as needed, up to full time. They shall also have the option of working additional hours

before a substitute is called in.

## **6.5**

Less than 52-week employees working additional weeks, excluding substitute work, will accumulate sick leave and vacation time on the proportionate basis that they would if they were on the 52-week schedule.

### **6.5.1**

Any secretary or IMC clerk working in a higher grade classification, including substitute work, shall receive amended pay to reflect the higher grade.

## **6.6 Lunch Period**

All employees shall be entitled to a one hour duty free uninterrupted lunch period. When mutually agreeable between the employer and employee, WWESA members may take a one half-hour lunch for an adjusted work schedule.

## **6.7 Relief Periods**

All WWESA employees are entitled to fifteen minutes relief time in the morning and in the afternoon. If on a particular day this is not feasible, as determined by the supervisor and the secretary, the employee may add relief time to the luncheon period or be entitled to a shortened work day by the same amount of relief time.

## **6.8 Work Loads and Assignments**

Efficient school operation is promoted when employees are working within their area, as prescribed in the job description; therefore, employees shall not be assigned unreasonable work.

## **6.9 Duties**

All WWESA employees will perform those duties which are necessary to fulfill their assignment effectively as well as perform those special duties as assigned that are not in conflict with the WWESA Master Contract.

## **6.10**

Additional help or additional time shall be provided to the employee when needed upon request of the administration/Supervisor, with the approval of the Superintendent or his designee.

Special consideration may be given when additional personnel are assigned schools where innovative and other special programs are involved, as: Federal Programs, and all other programs necessitating additional teaching staff, paraprofessionals and aides.

## **6.11**

Established rationale for new positions at elementary/secondary levels shall be made available to the WWESA and shall be maintained. If appropriate, additional qualified help will be hired.

## **6.12**

In the event of an emergency, disciplinary problems or an administrative problem occurring during the absence of the principal, the secretary/IMC clerk shall contact the responsible person designated by the principal. The secretary/IMC clerk is not primarily responsible for disciplinary problems.

### **6.12.1**

It shall not be the duty of a WWESA employee to assume administrative responsibilities.

## **6.13**

The District shall provide proper security for an employee during school holiday and recesses

if a WWESA employee is required to be in the building.

#### **6.14**

A new employee in a permanent position or an employee bumped into a new position shall receive on-the-job training.

#### **6.15**

The District shall neither require nor expect IMC Clerks to learn specialized duties indigenous to a secretary's job description and vice versa.

#### **6.16**

The District will provide a substitute for elementary and middle school principal secretaries when they are absent. In all other instances, the District will provide a substitute for the employee no later than after three days of absence. This section, however, does not apply during the spring recess and during the regular students' summer recess or to secretaries who work in the Board Office unless requested by an administrator.

#### **6.17**

Secretaries shall not be expected to call for substitute teachers, except in extenuating circumstances as directed by the building administrator.

#### **6.18**

A written job description shall be given to each employee in order to facilitate the performance of his/her duties.

#### **6.19**

The employer shall take all reasonable measures to standardize work assignments.

## 6.20

WWESA members shall not be responsible for the administration of medication. That responsibility rests primarily with the building principal.

## ARTICLE 7 - VACANCIES, PROMOTIONS, TRANSFERS

### 7.1 Posting Process

Whenever any vacancy or other special opportunity in a WWESA position occurs, the administration shall publicize the position by giving written notice to bargaining unit members by providing a posting in every building, within five (5) working days after the Cabinet's decision to fill the vacancy. The District shall also forward a copy of each posting to the Association.

Postings shall be for seven (7) working days.

The District shall then fill the posting under the following process:

1. All members are eligible to apply for all open postings and shall fill out the WWESA internal posting application form indicating their areas of interest.
2. The District will then list the applicants in seniority order and notify them in turn of all vacancies in their area(s) of interest at the time of their notification. Members in their current position for greater than one year will be given first consideration. If position does not fill, priority consideration will then move to members with less than one year in their current position.
3. As WWESA members transfer via the posting, the resultant openings will be added to the vacancy list.

4. Acceptance of an offered position will remove the employee from any further consideration for vacancies occurring during that specific posting.
5. The District shall consider an applicant's qualifications as outlined in the job description when filling grades 2, 4 and 6 positions. All qualifications being equal, seniority shall prevail.
6. The District will consider an applicant's knowledge, skills and abilities when filling Grade 8 and 10 positions. Grade 8 and 10 secretarial positions will not have any seniority provisions as part of the consideration for selecting a person.
7. If a WWESA member accepts a Grade 10 position, the position s/he is leaving will be filled on a temporary basis for a 45-(work) day period. After this period of time, the position will be filled as a continuation of the posting that created the opening.
8. On or about the 45th workday, a meeting will be held for any WWESA member who accepts a Grade 10 position. If the employee wishes to return to his/her former position, s/he may do so. Furthermore, if it is determined by management that the employee should return to his/her former position, management will transfer said employee.

Vacancies after the close of the school year will be placed on the District's web site (<http://wwcsd.net>). Letters of application received after the posted closing date shall not be considered. Every effort will be made to fill vacancies within two (2) weeks of the closing of a WWESA posting. The time to fill a vacancy shall not exceed thirty (30) days, when possible.

In the event a position is vacant for a period of longer than one (1) week, the affected Secretary

and Administrator will meet to discuss what additional time, if any, may be required to complete the necessary work.

WWESA members responsible for covering dual WWESA roles, due to an unfilled vacancy, shall be reimbursed an additional \$15.00 per day after five (5) days for the additional workload.

#### **7.1.1**

All laid-off and returning from leave WWESA personnel shall receive copies of all WWESA position postings.

#### **7.2**

WWESA and WWESA applicants shall receive written notice of the successful applicant.

##### **7.2.1 Seniority List**

By June 1st of each year, an updated seniority list detailing name, place of assignment, seniority date, grade, and classification for each WWESA employee covered by this Agreement will be placed on the District's website behind the Staff Door five copies sent to the Union.

#### **7.3**

A WWESA employee hired to the District or transferring to a new assignment must remain in his/her position for one year before becoming eligible for another voluntary transfer unless no members with greater than one year in current assignment accepted the open vacancy. In such circumstances, the start date of the position(s) shall be the point from which to determine the employee's eligibility under this section. Lateral moves, however, within a school or department are permissible at any time. All qualifications being equal, seniority shall prevail. This section does not apply to members placed into a lower classification, grade, or total weeks as a result of placement in accordance with Article 3.3.1.

### **7.3.1**

In unusual circumstances, the transfer limitation cited in Article 7.3 may be waived by mutual consent of both parties.

### **7.4**

Insofar as practicable, all vacancies will be filled by promotions. Whenever qualified personnel are not available, seniority being a consideration, administration may offer training and so notify WWESA through reposting of the position.

### **7.5**

When reclassifications of WWESA personnel from one grade to another occur, they shall be moved to the same step in the grade as that which they have attained in the previous grade.

### **7.6**

WWESA members moving to another position as a result of a posted vacancy shall not be held in their present position longer than one (1) week. After three (3) days, a substitute shall, at the discretion of the Superintendent or his designee, be employed in one or both positions during the period of vacancy.

WWESA members responsible for covering dual WWESA roles, due to an unfilled vacancy, shall be reimbursed an additional \$15.00 per day after five (5) days for the additional workload.

### **7.7 Involuntary Transfers**

The District may effect involuntary transfers for reasonable and just cause, to reassign personnel in the best interest of the District. When such a transfer occurs, the District shall inform the affected employee and the Association of the reasons for transfer at least five (5) working days prior to its implementation.

## ARTICLE 8 - DISCIPLINE AND DISCHARGE

### 8.1

Disciplinary action or measures shall include the following:

- Verbal Reprimand
- Written Reprimand
- Written Suspension
- Written Discharge Notice

Before any disciplinary action is taken, administrators are to first discuss any concerns they have with the employee.

The intent of an verbal reprimand is to alleviate concern(s) or problem(s), not the harassment of an employee. No WWESA member shall be reprimanded verbally or in writing, suspended, or discharged without reasonable and just cause. In the event of any disciplinary action, it must be stated to the employee that the purpose of the meeting is for disciplinary action. WWESA members are entitled to union representation for any disciplinary action.

### 8.2

A WWESA member has the right to attach a rebuttal to any written discipline placed in her file.

### 8.3

Should it be decided that an injustice has been done in regard to the WWESA member's suspension or discharge, the Board agrees to abide by the decision of the arbitrator or judge, as the case may be, or a mutually agreed upon action with the Association.

#### **8.4 Use of Past Record**

In imposing any discipline on a current charge, the employer will not take into account any prior infraction which occurred more than two (2) years previously, and these records shall be removed from the personnel files and destroyed.

### **ARTICLE 9 - HOLIDAYS, VACATIONS, INSURANCE**

#### **9.1 Holidays**

The paid holidays are designated as New Year's Day, Martin Luther King Day, all day Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24 and December 25 and December 31 respectively. Easter Monday will only be designated as a paid holiday if it occurs during the District's scheduled Spring Break recess. Fifty-two week secretaries shall receive six (6) paid days off over the Christmas shutdown and the four (4) days of summer shutdown during the week of the July 4th holiday. Less than 52-week employees shall receive two paid days off over the Christmas shutdown. Fifty-two week employees, if the six paid days do not cover the Christmas shutdown period, would have the option of using vacation days, personal business days, or compensatory time.

In order to be eligible for pay under this provision, an employee must be in a paid status immediately preceding and proceeding the holiday/recess period with an exception for an employee who is in a paid status during the month of December but elects to resign on December 31.

It is understood that, if it is necessary for the efficient operation of the District to select WWESA personnel to work on Martin Luther King Day, affected WWESA personnel will be paid double time.

## **9.2**

When one of the above holidays falls on Sunday, then Monday shall be deemed the holiday. When one of said holidays falls on Saturday, then Friday shall be deemed the holiday except when December 24th falls on a Saturday or Sunday, then the following Tuesday will be deemed the holiday. When New Year's Day falls on Monday, then December 31st will be celebrated on Friday, December 29th.

## **9.3 Vacation**

All earned vacation days must be used before requesting additional time off without pay. Employee requests for additional time off without pay (for exceptional reasons) may be granted subject to prior review and approval by the Superintendent or his designee.

First consideration must be for the continuation of normal school functions and to provide an uninterrupted community service.

## **9.4**

Subject to the approval of the Superintendent or his designee, vacation will be granted at such times as are suitable considering both the wishes of employees and efficient operation of the department.

## **9.5**

All less than 52-week employees having earned vacation days in excess of days used when schools are in recess at Christmas, Mid-Winter and Spring Break shall have the option of using these excess days during the school year. Should their vacation days be less than the number of days that schools are recessed for Christmas, Mid-Winter and Spring Break, they may apply to the immediate supervisor, for the option of taking those additional days without pay or of making up the time.

Less than 52-week employees working in central office may, subject to the approval of their immediate supervisor, take vacation at other times than the Spring Break recess period. Taken into consideration will be the importance of work flow in the particular department.

In consideration of maintaining the flow of work in critical areas, 52-week employees may receive pay in lieu of time off for up to but not to exceed five (5) days if at the discretion of the immediate supervisor those days cannot be granted.

## **9.6**

Subject to the approval of the immediate supervisor, employees having vacation time in excess of school recesses, shall be allowed to use these days during the school year. In the event the parties cannot agree on such usage, the decision may be appealed to the Director of Human Resources.

## **9.7**

During Mid-Winter Recess, 44, 46 and 49-week employees shall not work and shall be required to use vacation days to cover the Mid-Winter Recess period. Fifty-two (52) week employees shall not work and shall not be paid unless they elect to use vacation days or personal business days.

If the need arises, 52-week employees may be required to work part or all of the Mid-Winter Recess by their immediate supervisor.

### **9.7.1**

All secretaries will work on the Friday before Labor Day and the Friday before Memorial Day. This paragraph does not apply to IMC Clerks.

**9.8**

Upon resignation, retirement or termination of service, employees shall use all their earned vacation days prior to the effective date of the severance of employment. Any exception would be subject to the review and approval of the Superintendent.

**9.9**

Legal holidays occurring during the vacation period shall not be charged against the vacation allowance.

**9.10**

Upon resignation, termination of service or transfer to a position requiring fewer working hours or weeks of employment, employees, shall receive any unused vacation allowance at the rate of pay received by them at the time the allowance was earned.

**9.11**

New employees with less than eleven (11) days of earned vacation will be permitted to take additional time without pay up to eleven (11) days when the work load permits and it meets with the approval of the Superintendent or his designee. Earned days shall be computed from the first day of employment through June 30 of that fiscal year.

**9.12 Vacation Schedule**

Vacation days for all WWESA employees are used the year in which they are earned. Unused vacation days shall not be carried over to the ensuing year.

<i>44- week</i>		<i>46-week</i>		<i>49-week</i>		<i>52-week</i>	
(1-8)	13 days	(1-7)	13 days	(1-6)	13 days	(1-5)	13 days
(9)	14	(8)	14 days	(7)	14 days	(6)	14 days
days							

(10)	15 days	(9)	15 days	(8)	15 days	(7)	15 days
(11)	16 days	(10)	16 days	(9)	16 days	(8)	16 days
(12)	17 days	(11)	17 days	(10)	17 days	(9)	17 days
(13)	18 days	(12)	18 days	(11)	20 days	(10)	18 days
		(13)	19 days			(11)	21 days

**9.12.1**

All WESA employees with 13 allocated vacation days shall be granted one additional vacation day to use during the Spring Break shutdown during years where the Easter Monday does not fall during the Spring Break period and provided the employee does not have available vacation days in their bank.

**9.13 Health Insurance**

The Employer agrees to pay the full premium for hospitalization medical coverage for all full-time employees and their families on a 52-week basis. The parties agree that effective July 1, 2013, the plan offered will be an HSA qualifying high deductible plan in addition to any other offerings the parties mutually agree upon.

Effective with the ratification of this agreement, the District shall pay on a monthly basis the maximum permitted annual amounts as determined by the State Treasurer under PA 152 of 2011 toward the total cost of members' medical premiums. If the aggregate costs of the medical premium are less than the aggregate maximum amounts payable, the differential will be redistributed to those members enrolled in the medical plan in the form of HSA contributions in an agreed upon manner. Should the aggregate costs of the medical premiums exceed the aggregate maximum amounts payable under PA 152 of 2011, the remaining cost for the member's elected medical premiums for each school year shall be paid by the member through pre-tax payroll deductions.

The maximum amounts payable by the Board shall be adjusted each July 1 to the maximum permitted based on inflationary adjustments calculated the previous October as included in PA 152 of 2011.

Notwithstanding any other obligations in this Agreement, the Employer reserves the right to, in its sole discretion, select a health insurance carrier which offers a “bronze” plan that provides “minimum coverage” pursuant to 26 USC Section 36(B)(c)(C)(ii).

Health care coverage for part time members will be on a pro-rata basis.

The parties agree to meet annually to review rate renewals for all insurance plans and to review bids solicited under PA 106.

#### **9.14 Dual Insurance Coverage**

The parties agree to the following interpretation concerning dual insurance coverage:

1. The employee and his/her spouse may carry separate hospital-medical insurance policies, provided that no dual insurance coverage shall ensue from such insurance for the employee, his/her spouse, and any member(s) of his/her family, including children. For example, the employee may select single subscriber coverage paid for by the Board, if his/her spouse covers himself/herself and dependent children under another employer’s hospital-medical insurance coverage.

A husband and a wife, however, who both work for the District shall not have the option of dual insurance coverage paid for by the Board under two separate coverages.

2. The following coverages shall not be considered dual coverage for purposes of

Article 9.14:

- a. Hospital-medical insurance coverage provided under a pension or retirement plan, including OHIP.
  - b. Hospital-medical coverage provided by another employer, but whose premiums are paid by the employee's spouse in the amount of 50% or more.
  - c. Hospital-medical coverage provided through health and welfare funds.
3. The District will provide dual insurance coverage as exceptions to the number one (1) above in the following situations:
- a. If legal decrees, such as divorce decrees, dictate that the dependent's hospital-medical coverage be provided by the employee and/or his/her spouse resulting in dual coverage;
  - b. If pre-existing conditions prevent continuous hospital-medical coverage for the employee, spouse and/or any dependent as a result of the transfer of, or dropping by the Board of other employer paid insurance in compliance with number one (1) above.
4. In the event that a spouse's employer refuses to drop or reduce its hospital-medical coverage, the employee shall provide a letter from his/her spouse's employer as proof of refusal to drop or reduce its hospital-medical coverage. In this instance, the District will pick up the insurance coverage for the employee and dependent children.
5. Dual hospital-medical insurance coverage will be allowed temporarily for the

employee, spouse, and his/her dependents, if the request for dependent coverage does not fall within the spouse's insurance open enrollment window period. Such dual coverage shall be extended until the effective date following the next open enrollment period.

6. The District shall provide hospital-medical insurance coverage for the employee and dependent children in instances where the employee's spouse would lose other insurance benefits (e.g., life insurance, LTD insurance) by dropping or reducing his/her employer paid hospital-medical insurance program.
7. Dual hospital-medical insurance coverage shall be allowed for the employee and his/her over age dependents, when the spouse's policy does not provide for said coverage.
8. The District shall allow dual hospital-medical insurance coverage when the spouse's employer paid hospital-medical insurance program covers less than 80% of reasonable and customary benefits provided by the full family hospital-medical insurance program identified in Article 9.14 above, including deductible. For purposes of implementing this subsection, the WWESA shall appoint a representative to meet with a designee from the Human Resources Department in order to review employee requests for exemption from the parties' agreement of no dual hospital-medical insurance coverage because of inferior coverage. If the representatives cannot agree to approve or deny a member's request for exemption under number 8 above, the WWESA may submit the issue to final and binding arbitration under Step 4 of the grievance procedure.
9. An annual survey may be distributed by the Board to all employees carrying Board paid hospital-medical insurance for the purpose of updating eligible dependents.

This survey will be sent out along with the insurance application in the fall of each year. Failure to complete and return the survey and/or application within thirty (30) days may result in loss of hospital-medical insurance benefits.

#### **9.15**

It is specifically understood that any WWESA member covered by any other employer paid group health-medical policy is not eligible for the above coverage.

The Board may require each WWESA member to certify, in writing, that s/he is not covered by any other employer paid hospital-medical insurance. Any WWESA member who has signed up for and is covered by hospitalization-medical coverage in violation of this Article will repay to the employer, all premium monies which the employer has paid for such benefits.

#### **9.16 Life Insurance**

The employer shall provide without cost to WWESA employees, life insurance protection.

WWESA employees with more than 40 standard hours biweekly shall be provided a \$15,000 term life insurance policy with AD & D benefits.

A WWESA employee shall be provided a \$7,500 term life insurance policy with AD & D benefits if s/he has up to 40 standard hours biweekly. The part time WWESA employee may pay, through payroll deduction, for the remaining half of the insurance if s/he wishes to participate one hundred percent.

The life insurance amount for full time members is \$50,000 and for part time members is \$15,000.

### **9.17 Dental Insurance**

The Board will provide full family dental insurance such that the carrier will pay one hundred percent (100%) Class I, of all routine treatment cost based upon reasonable and customary charges; one hundred percent (100%), Class II; sixty percent (60%) Class III, of major treatment with an annual maximum of one thousand dollars, (\$1,000) per employee and eligible family member. Those employees whose spouse is employed by the district and covered by a dental program will receive 50% coverage on all routine and major treatment, if allowed by insurance carrier.

The Board will purchase one hundred percent (100%) Class I, ninety percent (90%) Class II, and ninety percent (90%) Class III coverage with an annual maximum of one thousand five hundred dollars (\$1,500) per employee and eligible family member.

The Board will purchase ninety percent (90%) orthodontic coverage with a lifetime maximum of two thousand five hundred dollars (\$2,500) per eligible dependent.

Routine treatment will include, but not limited to oral exam, prophylaxis, x-rays, and extractions. Major treatment will include provision of crowns, fixed bridge, restorations, removable partial or complete dentures and repair of existing dentures.

Both dental programs shall provide internal and external coordination of benefits.

### **9.18 Vision Insurance**

The Board agrees to provide all WWESA members and their families with VSP I coverage or a comparable vision plan.

The Board agrees to provide all WWESA members and their families with VSP 3 coverage or a comparable vision plan.

**9.19 Long-Term Disability Insurance**

The Board agrees to provide WWESA members, without cost to the employees, with L.T.D. coverage. Effective September 1, 1999, this coverage will provide for the following:

A. Benefit Package	66 2/3%
B. Qualifying Period	90 Calendar Days
C. Maternity Coverage	Yes
D. Pre-existing Condition Waiver (If 50 or more lives)	Yes
E. Social Security Freeze	Yes
F. Alcoholism/Drug Waiver	Yes
G. Mental/Nervous Waiver	Yes
H. Cost of Living Benefit	No
I. Education Supplement Benefit	No

**9.20**

Hospital-medical, dental, long term disability, vision, and life insurance coverage shall be on a fifty-two (52) week basis. Employees who retire or terminate employment, however, will have their insurance coverage cancelled at the end of the month in which they retire or terminate.

**9.21**

Hospital-Medical coverage for WWESA members absent because of illness or injury, who have exhausted sick leave, shall continue until they receive long term disability benefits.

**ARTICLE 10 - NEGOTIATION PROCEDURE**

## **10.1**

It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

Contractual language dealing with any article may be reopened during the life of the Agreement by mutual consent.

## **10.2**

The president and two designated members of WWESA may upon proper application and with three (3) days notification be granted one hundred and seventy (170) hours per annum without loss of pay to conduct business of WWESA. A substitute will be provided for the president for absences of one (1) day or more.

## **10.3**

The negotiating sessions may initiate ninety (90) days prior to April 15.

## **10.4**

In any negotiations, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party.

It is also recognized that no final agreement between the parties may be executed without ratification according to their respective rules and procedures.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **11.1 Definition of a Grievance**

A grievance is a complaint an employee(s) or the Association, involving any alleged violation or misinterpretation of any provisions of this contract.

### **11.2 Adjustment of a Grievance**

An individual, at any time, may present grievances to his/her supervisor and have the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

### **11.3 Withdrawal of a Grievance**

An individual may withdraw his/her grievance at any level without prejudice or record. However, if in the judgment of the Association or its representatives, the grievance presents an issue of importance, the Association may process the grievance at the appropriate level.

### **11.4 Grievance Procedure**

Problems and grievances shall be presented and adjusted in accordance with the following procedures.

#### **1. Verbal Presentation of Grievance**

The employee with a grievance shall discuss the complaint verbally with his/her supervisor, directly or accompanied by a representative of the WWESA, with the objective of resolving the matter.

#### **2. Written Presentation of Grievance**

- a. In the event the matter is not resolved, the problem shall be submitted in writing, a copy to the supervisor and the Superintendent of schools, or his designee,

signed by the WWESA member and the Association stating the articles and sections of the Agreement which have been allegedly misinterpreted or violated and stating the relief requested. The grievance shall be filed within ten (10) working days of knowledge of the alleged violation.

- b. Within five (5) days after receiving the grievance, the supervisor shall state his/her decision in writing, together with the supporting reasons, and shall furnish one copy to the employee(s) who instituted the grievance, a copy to the Association and the Superintendent or his designee.
- c. Within seven (7) days after receiving the decision of the supervisor, the aggrieved party may, on his/her own or through the Association, appeal it in writing to the Superintendent or his designee.
- d. Within seven (7) days after delivery of the appeal, the Superintendent or his designee shall conduct a hearing. The Superintendent or his designee shall have five (5) days after the conclusion of the hearing to render a written decision.
- e. If the grievance is not resolved, or if no disposition has been made or any consideration given to the grievance within the periods provided, the grievance at the option of the Association, may be submitted to binding arbitration under the rules of the American Arbitration Association before an impartial arbitrator selected by the parties.

Requests for submission to arbitration may not be made later than thirty (30) days after a decision by the Superintendent or his/her designee on the alleged violation.

1. If the parties cannot agree on the arbitrator within five (5) days of the request, s/he shall be selected by the American Arbitration Association in accordance with its rules, which rules shall also cover the arbitration proceedings.
2. The Superintendent and the Association shall not be permitted to assert in any such arbitration proceedings any charges not previously disclosed to the other party.
3. The arbitrator shall have no power to alter, discard, modify, add to or subtract from the terms of this Agreement.
4. The parties agree to be bound by the award of the arbitrator and agree that the judgment thereon may be entered in any Court of competent jurisdiction.
5. The fees and expenses of the arbitrator shall be shared equally by the parties.

## **11.5**

If the Association fails to exhaust remedies under the grievance procedure, or abide within the time limits with respect to each step, the Superintendent shall presume the grievance to be abandoned in the absence of expressed authorization of an extension of time, in writing.

## **11.6**

Formal grievance proceedings normally shall not occur during working hours, but in the event that proceedings take place then, those parties involved in the grievance shall not suffer loss of pay.

**11.7**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**11.8**

All information necessary for the determination and processing of the grievance shall be made available to all parties concerned.

**11.9**

The term “days”, when used in this Article shall mean school days, or weekdays during the summer recess. Time limits may be extended only with the mutual consent of both parties.

**ARTICLE 12 - MISCELLANEOUS PROVISIONS**

**12.1**

This entire agreement or specific provisions of this agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

**12.2**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **12.3**

Supervisors or employees not covered by this Agreement shall not permanently displace WWESA employees covered by this Agreement by performing work performed by such employees.

### **12.4**

The Employer shall attempt to keep its employees informed of fiscal, budgetary and tax program information as prescribed by law.

### **12.5**

This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Employer.

### **12.6**

Copies of this Agreement shall be printed at the expense of the Employer and presented to WWESA personnel now employed or thereafter employed.

### **12.7**

No employee covered by this contract shall participate in nor cause any strike, nor shall any such employee participate in or cause any work stoppage, nor shall such employee refuse to carry out normal work assignments for the term of this contract or its agreeable extension.

### **12.8**

If any legal action is brought against an employee covered by this contract by reason of any action related to her employment, the Board will provide such legal counsel and all necessary

assistance to such employee in her defense as is provided under the statutes of the State of Michigan.

#### **12.9**

Telephone facilities shall be made available for WWESA personnel for their reasonable use.

#### **12.10**

Adequate parking facilities shall be made available to WWESA.

#### **12.11**

If the administrator and/or other employees request personal unrelated school clerical work, that work must be paid for by the administrators and/or other employee, and performed after the regular work day.

#### **12.12 Inclement Weather Days**

Nothing in this Agreement shall require the Board to keep offices, schools, and/or administration open in the event of a building issue, inclement weather, or when otherwise prevented by an Act of God. When the District is closed to students due to the above conditions, employees will normally not be required to report to their job assignments and shall suffer no loss of pay. In the event the District must close due to the above circumstances, employees will not be compensated for any closed days which exceed the number of allowable forgiven days as identified by the MDE Pupil Accounting Manual. Should the District be required to add days to the school calendar, employees will be compensated for additional days worked. If, under the conditions outlined above, employees are required to work, they will be granted compensatory time for such work. If buildings are closed after the start of the normal day, these employees shall suffer no loss of pay for that day. In the event individual buildings are closed but not the entire District, employees from the closed building shall report to their supervisor for reassignment. An employee may elect

to use a personal business day, if s/he has one available for use in lieu of reassignment.

In the event a member's scheduled sick, personal business, or vacation day coincides with an Act of God day, the members of the bargaining unit shall not be charged sick, vacation or personal business leave unless the member is out on an extended absence for ten (10) or more working days.

#### **12.13**

WWESA employees prevented from reporting to work on a scheduled work day, due to inclement weather shall have the time deducted from their personal business and/or sick bank.

#### **12.14**

The Employer agrees to pay any fees for WWESA employees to attend workshops or in-service sessions when the sessions are connected with their job responsibilities or performance. Payment of fees is contingent on prior approval by the supervisor.

#### **12.15**

WWESA employees may ask the Human Resources Office for in-service for specific skills and/or procedures.

#### **12.16**

WWESA employees requesting to be reimbursed for tuition costs for courses taken must have prior approval by the Superintendent or his designee. These courses must be completed with passing or satisfactory grades in order to be reimbursed. WWESA employees will be reimbursed for tuition costs for courses taken related to District positions. A WWESA member may request in writing why such reimbursement was denied. All classes must be taken from accredited institutions.

WWESA members may take computer classes through the Career Technical Center or through the Adult Education Leisure Program tuition free if the class has space available.

**12.17**

The parties agree that the job description of IMC clerks does not include calls regarding absent students. It is further understood that on occasion it may be necessary for an IMC clerk to perform this function, but such an assignment is not to be on a regular basis.

**12.18**

An employee who terminates employment or retires from the District or who is on layoff, an unpaid leave of absence, or on approved non-pay status may continue, at his/her own expense, the insurance coverage as provided by the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) and the Wayne-Westland Guidelines.

**12.19**

COBRA/WWCSD Guidelines for continued insurance coverage, a WWESA member extending his/her insurance coverage at his/her own expense, will pay 102% of the group premium rate. This amount shall be payable to the WWCSD, commencing the first month after the Board ceases to pay and at one month intervals thereafter. Payments are due in the insurance office no later than the 20<sup>th</sup> of each month preceding the month of coverage. Failure to have the check in the Insurance Office by the 20<sup>th</sup> of each month may result in the cancellation of the insurance.

**ARTICLE 13 - SCHOOL DISTRICT’S RIGHTS**

**13.1**

The Board of Education retains the sole right and shall have the right to manage and conduct

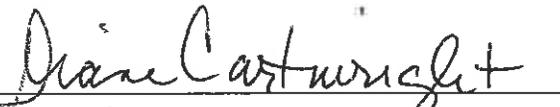
its obligations in accordance with the laws of the State of Michigan subject only to the conditions that it shall not do so in any manner which constitutes an express violation of this Agreement. Without limiting to any extent the generality of the foregoing, the Board of Education shall have the right to promulgate at any time and enforce any rules, policies and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the School District so long as they are not inconsistent herewith and any employee who violates or fails to comply there with shall be subject to discipline or discharge just the same as if they were set forth in the Agreement, but only subject to the provisions of the grievance procedure.

**ARTICLE 14 - DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2019 and shall continue in effect until June 30, 2022.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Wayne-Westland Educational  
Secretaries Association



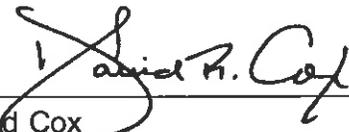
---

Diane Cartwright

Co-President, WWESA

Board of Education

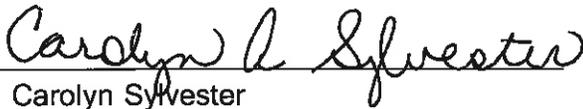
Wayne-Westland Community Schools



---

David Cox

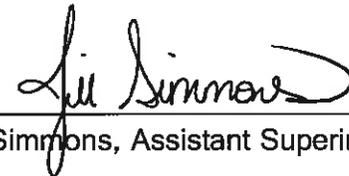
President, Board of Education



---

Carolyn Sylvester

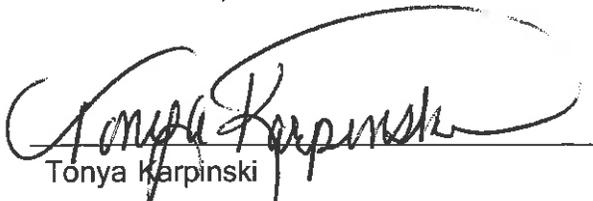
Co-President, WWESA



---

Jill Simmons, Assistant Superintendent

Employee Relations and Operations



---

Tonya Karpinski

Executive Director, W-WESA/MEA

Ratification Date: 6-3-19

Ratification Date: 6-17-19

**APPENDIX A - WAGES**

<b>2019-2020 Salary Schedule</b>									
Step	Grade 2		Grade 4		Grade 6		Grade 8		Grade 10
1	13.04		13.77		14.49		15.17		15.89
2	13.53		14.25		14.96		15.67		16.39
3	14.06		14.79		15.51		16.24		16.98
4	14.58		15.32		16.05		16.80		17.57
5	15.34		16.11		16.89		17.68		18.50
6	15.74		16.54		17.35		18.16		19.01
7	16.69		17.59		18.47		19.36		20.27
8	17.69		18.67		19.63		20.60		21.59
9	18.04		19.01		20.01		20.98		22.00
10	18.14		19.11		20.12		21.09		22.10
11	18.34		19.31		20.32		21.29		22.30
12	18.84		19.82		20.83		21.80		22.80

<b>2020-2021 Salary Schedule</b>									
Step	Grade 2		Grade 4		Grade 6		Grade 8		Grade 10
1	13.04		13.77		14.49		15.17		15.89
2	13.53		14.25		14.96		15.67		16.39
3	14.06		14.79		15.51		16.24		16.98
4	14.58		15.32		16.05		16.80		17.57
5	15.34		16.11		16.89		17.68		18.50

2020-2021 Salary Schedule								
6	15.74		16.54		17.35		18.16	19.01
7	16.69		17.59		18.47		19.36	20.27
8	17.69		18.67		19.63		20.60	21.59
9	18.04		19.01		20.01		20.98	22.00
10	18.14		19.11		20.12		21.09	22.10
11	18.34		19.31		20.32		21.29	22.30
12	18.84		19.82		20.83		21.80	22.80

2021-2022 Salary Schedule								
Step	Grade 2		Grade 4		Grade 6		Grade 8	Grade 10
1	14.04		14.77		15.49		16.17	16.89
2	14.53		15.25		15.96		16.67	17.39
3	15.06		15.79		16.51		17.24	17.98
4	15.58		16.32		17.05		17.80	18.57
5	16.34		17.11		17.89		18.68	19.50
6	16.74		17.54		18.35		19.16	20.01
7	17.69		18.59		19.47		20.36	21.27
8	18.69		19.67		20.63		21.60	22.59
9	19.04		20.01		21.01		21.98	23.00
10	19.14		20.11		21.12		22.09	23.10
11	19.34		20.31		21.32		22.29	23.30
12	19.84		20.82		21.83		22.80	23.80

WWESA Trainer Premium: When required to train - \$0.50 per hour additional pay

For the 2020-2021 school year, WWESA members shall receive a retention bonus of \$1,000. Members hired in mid-year will have their bonus prorated based on their hire date. The parties agree that this bonus is an increase over the normal pay schedule and is considered Non-Reportable Compensation under the Michigan Office of Retirement Services rules and regulations. The bonus will be paid in equal amounts on the first pay in November 2020 and the first pay in May 2021.

Members can elect to have their retention bonus paid out in regular payroll, in an HSA contribution, or in a 403b contribution or any combination. The default payout will be through regular payroll.

## APPENDIX B - CLASSIFICATIONS

<u>CLASSIFICATION</u>	<u>LOCATION</u>	<u>GRADE</u>	<u>WORK WEEKS</u>
IMC CLERK	ELEMENTARY	2	44
SECRETARY PART TIME	FOOD SERVICES	2	44
SECRETARY PART TIME	FORD CAREER/TECH	2	44
IMC CLERK	MIDDLE SCHOOL	2	44
IMC CLERK	SENIOR HIGH	2	44
ATTENDANCE CLERK	SENIOR HIGH	2	44
SECRETARY	SWITCHBOARD/ADM	2	52
SECRETARY/ACCOUNTING CLERK	BUSINESS OFFICE	4	52
SECRETARY/COMPUTER SERV/PART TIME	COMPUTER SERVICES	4	52
SECRETARY/COUNSELORS	MIDDLE SCHOOL	4	44
SECRETARY	POHI/WMHS	4	52
SECRETARY/TECHNOLOGY	ADMINISTRATION	6	52
SECRETARY/DIRECTOR	ADULT EDUCATION	6	52
SECRETARY/DIRECTOR	ALTERNATIVE ED	6	44
SECRETARY/ACCOUNTS PAYABLE	BUSINESS OFFICE	6	52
SECRETARY/RECEPTIONIST	BUSINESS OFFICE	6	52
SECRETARY/PRINCIPAL	ELEMENTARY	6	44
SECRETARY/PRINCIPAL	UPPER ELEMENTARY	6	44
SECRETARY/RECORDS CLERK	HUMAN RESOURCES	6	52
SECRETARY/EMPLOYMENT	HUMAN RESOURCES	6	52

SECRETARY	FOOD SERVICES	6	46
SECRETARY/ASST PRINCIPAL	FORD CAREER/TECH	6	44
SECRETARY/ATTENDANCE	FORD CAREER/TECH	6	52
SECRETARY/COUNSELORS	FORD CAREER/TECH	6	52
BOOKKEEPER	FORD CAREER/TECH	6	52
SECRETARY/PRINCIPAL	FORD CAREER/TECH	6	52
SECRETARY	HEADSTART	6	44
SECRETARY	INSTRUCTION DEPT	6	52
SECRETARY/ATHLETIC DIRECTOR	JOHN GLENN/WMHS	6	44
SECRETARY/ASST PRINCIPAL	MIDDLE SCHOOL	6	44
SECRETARY/PRINCIPAL	MIDDLE SCHOOL	6	44
SECRETARY	OPERATION(B&G)	6	52
SECRETARY/COUNSELORS	SENIOR HIGH	6	44
SECRETARY/COUNSELORS	SENIOR HIGH	6	52
SECRETARY/ASST	SENIOR HIGH	6	52
PRINCIPAL/REGISTRAR			
SECRETARY/ASST PRINCIPAL	SENIOR HIGH	6	44
BOOKKEEPER	SENIOR HIGH	6	52
SECRETARY/PRINCIPAL	SENIOR HIGH	6	52
SECRETARY	SPARKEY/KIDS PLUS	6	44
SECRETARY	SPEC ED/STOTT	6	44
SECRETARY	SPECIAL EDUCATION	6	44
SECRETARY	SPECIAL EDUCATION	6	52
SECRETARY	TRANSPORTATION	6	52
SENIOR ACCOUNTING CLERK/INTERNAL	BUSINESS OFFICE	8	52

FUNDS

SENIOR ACCOUNTING CLERK	BUSINESS OFFICE	8	52
SENIOR PAYROLL CLERK	BUSINESS OFFICE	8	52
GENERAL REPORTING CLERK	BUSINESS OFFICE	8	52
SECRETARY/FEDERAL REPORTING	BUSINESS OFFICE	8	52
SECRETARY/TECHNOLOGY	COMPUTER SERVICES	8	52
SECRETARY/RECORDS CLERK	HUMAN RESOURCES	8	52
SECRETARY/ SENIOR EXECUTIVE	SPECIAL EDUCATION	8	52
DIRECTOR			
SECRETARY/SENIOR EXECUTIVE	INSTRUCTION DEPT	8	52
DIRECTOR			
PAYROLL CONTROL OPERATOR	BUSINESS OFFICE	10	52
SECRETARY/INSURANCE	BUSINESS OFFICE	10	52
PURCHASING/ACCOUNTING SECRETARY	BUSINESS OFFICE	10	52
DATA TECHNICIAN	COMPUTER SERVICES	10	52

**APPENDIX C - EVALUATION**  
**WAYNE-WESTLAND COMMUNITY SCHOOLS**  
**W-WESA MEMBER EVALUATION FORM**

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPT/BLDG: \_\_\_\_\_

TITLE/JOB CLASSIFICATION: \_\_\_\_\_

**EXPLANATION OF RATINGS:**

- S. SATISFACTORY – Consistently meets or performs beyond expectations.
- N.I. NEEDS IMPROVEMENT – Performance is below that required for the job and must be improved upon to meet district standards.
- U. UNACCEPTABLE – Consistently fails to perform tasks and exhibit characteristics as described in this Instrument and/or has failed to improve sufficiently to meet district standards.
- N.A. NOT APPLICABLE – It is recognized that not all of these criteria will apply for every W-WESA member.

<u><b>PART 1 – JOB PERFORMANCE</b></u>	<b>LEVELS OF PERFORMANCE</b>			
	N.A.	U.	N.I.	S.
<b>ORGANIZING and HANDLING OFFICE:</b> Consider how systematically and efficiently the employee plans and organizes work; schedules work with proper sense of priorities, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMPUTER USAGE:</b> Consider how proficiently employee produces computer assignments using various programs which are job related to produce a quality product for intended purpose (word processing, data base, reports,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<u>PART 1 – JOB PERFORMANCE</u>	LEVELS OF PERFORMANCE			
	N.A.	U.	N.I.	S.
etc.)				
<b>HANDLING CORRESPONDENCE:</b> Consider quality of employee’s performance with respect to such things as screening incoming correspondence, preparing letters, seeing that correspondence is handled promptly, maintaining mailing files, classifying and filing correspondence.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>HANDLING SCHEDULES and ARRANGEMENTS:</b> Consider such things as how accurately employee keeps records of schedules, appointments, meetings, etc., whether these are followed-up with sufficient advance notice, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TELEPHONE SKILLS:</b> Consider how satisfactorily employee answers and responds to phone calls, quickness to respond, polite, courteous, helpful, limited number of personal calls, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>MAINTAINING FILES and RECORDS:</b> Consider such things as how files are set up; whether material is correctly classified; whether files are neat and orderly; whether files are kept current; whether service provided from files is prompt and efficient.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PREPARING AND PROCESSING RECORDS and REPORTS:</b> Consider how well employee handles preparation and processing of records, statements, reports, etc.; how well employee meets schedule requirements, how well employee handles special statements, reports, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>S = SATISFACTORY, NI = NEEDS IMPROVEMENT, U =</i>	N.A.	U.	N.I.	S.

<u>PART 1 – JOB PERFORMANCE</u>	LEVELS OF PERFORMANCE			
	N.A.	U.	N.I.	S.
<i>UNACCEPTABLE, NA=NOT APPLICABLE</i>				
<b>BOOKKEEPING SKILLS:</b> Consider the degree of responsibility the employee assumes in maintaining financial records, taking into account the accuracy and efficiency displayed in handling bookkeeping records.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COLLECTING and HANDLING MONEY:</b> Consider how efficiently and accurately employee collects, handles and records all monies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>MEETING ASSIGNMENT REQUIREMENTS:</b> Consider such things as quantity and quality of work; how well employee meets deadlines; how assignments are finalized, whether proper disposition is made of completed work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>WORK HABITS:</b> Demonstrates flexibility in response to change, takes proper care of equipment and supplies, assists in maintaining a safe, clean and pleasant environment, time is spent on task and focused on work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>PART 2 – PERSONAL CHARACTERISTICS</b>	<b>LEVELS OF PERFORMANCE</b>			
	N.A.	U.	N.I.	S.
<b>ATTENDANCE:</b> Maintains regular attendance; follows proper procedures when using/requesting time off.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>DEPENDABILITY:</b> Conforms to rules and regulations; maintains confidentiality as appropriate; demonstrates integrity; utilizes work time appropriately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ATTITUDE:</b> Willing to meet job requirements; readily accepts suggestions and constructive criticism without being overly defensive, demonstrates an interest in self-improvement and learning better ways to meet the needs of others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>INTERPERSONAL RELATIONSHIPS:</b> Ability to get along with others; good relationships with other employees; a positive rapport with the community; good team worker; exhibits good individual communication skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>INITIATIVE:</b> Suggests better ways of accomplishing a task; demonstrates the ability to work independently requires little supervision, uses time wisely.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PUNCTUALITY:</b> Comes to work on time and works until quitting time; takes appropriate lunch and breaks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

Areas that could be improved are:

1.

---

2.

---

3.

---

Strong points are:

1.

---

2.

---

3.

---

Suggestions for how to improve in these areas:

---

---

---

---

---

Future Goals:

---

---

---

---

---

Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(A copy of this report has been given to me and has been discussed with me. My signature only indicates I have read the evaluation report. I reserve the right to make additional comments in the form of an addendum.)

ORIGINAL: PERSONNEL FILE

COPIES TO: EVALUATOR

EMPLOYEE