

4124

6/30/98

# Agreement

between

# W-WESA

# MEA / NEA

## Wayne-Westland Educational Secretaries Association

and the

## Board of Education

## Wayne-Westland Community Schools

### JULY 1, 1996-JUNE 30, 1998

*Wayne-Westland Community Schools*



Wayne-Westland Community Schools, Westland, Michigan 48185

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION

Michigan State University

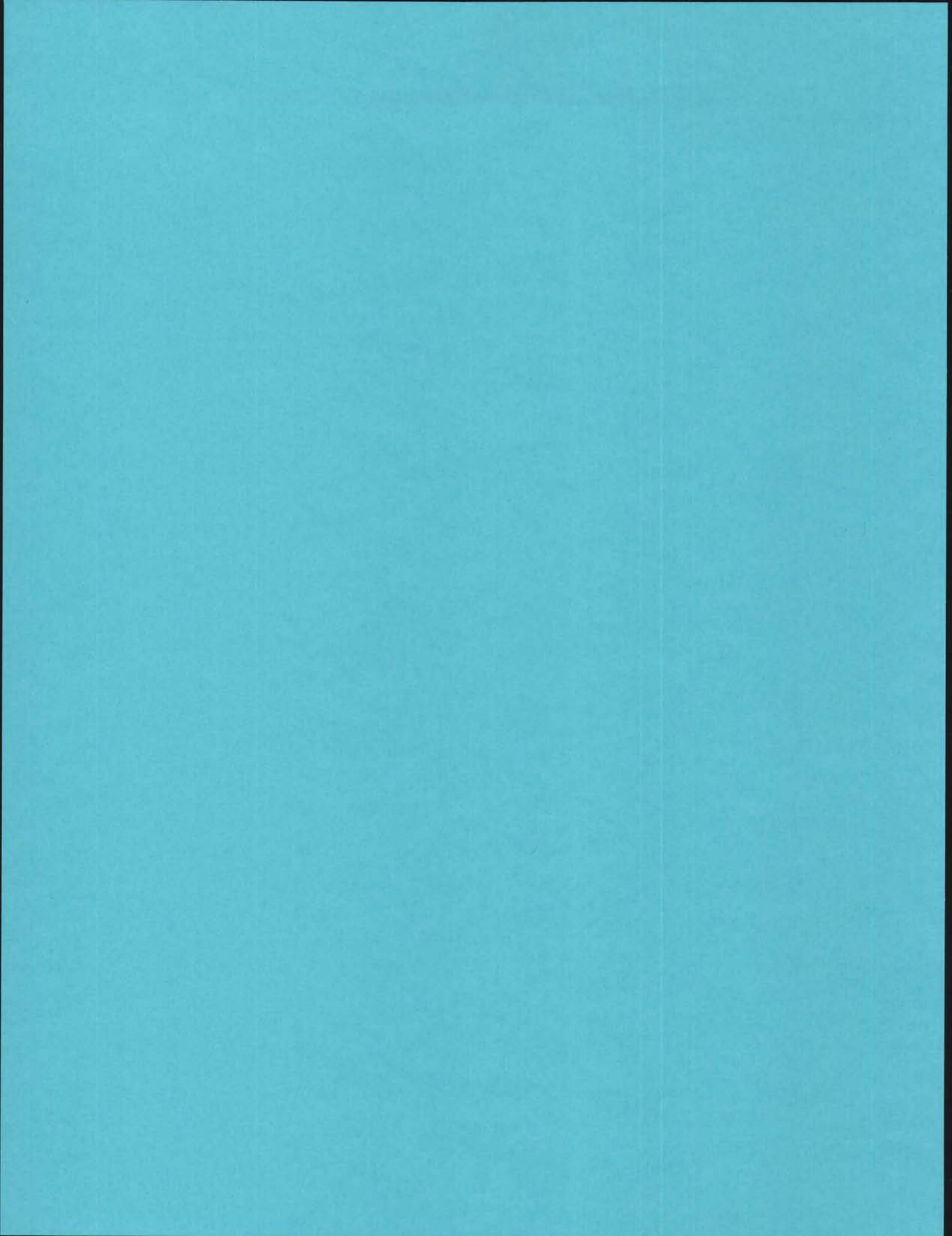
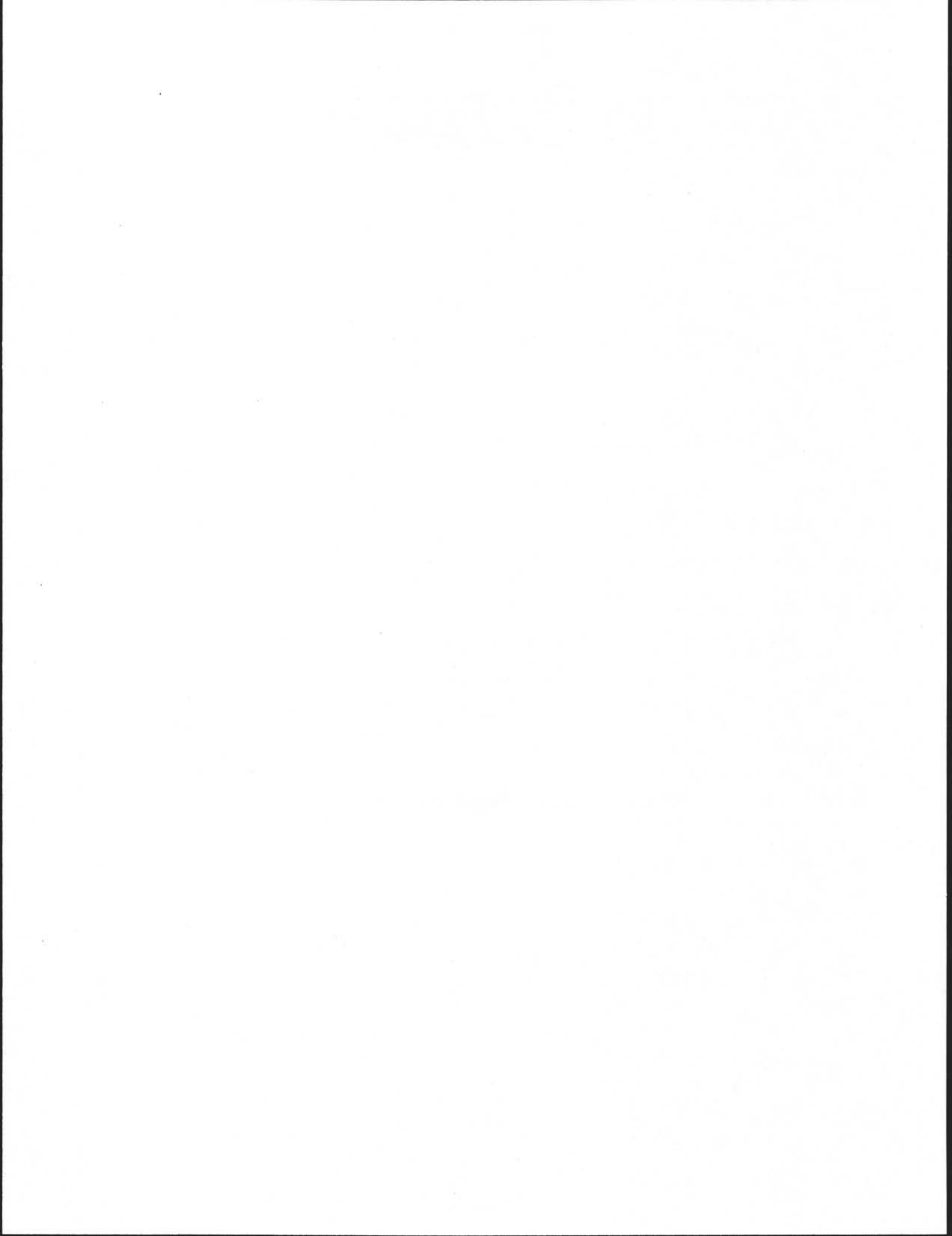


TABLE OF CONTENTS

Article 1	Recognition.....	1
Article 2	Employee Rights.....	2
Article 3	Conditions of Employment.....	3
Article 4	Compensation/Salary.....	4
Article 5	Unpaid Leaves of Absence.....	14
Article 6	Hours of Work.....	17
Article 7	Vacancies, Promotions, Transfers.....	20
Article 8	Discipline and Discharge.....	22
Article 9	Holidays, Vacations, Insurance.....	23
Article 10	Negotiation Procedure.....	28
Article 11	Grievance Procedure.....	29
Article 12	Miscellaneous Provisions.....	31
Article 13	School District's Rights.....	34
Article 14	Duration of Agreement.....	35
Appendix A	Salary Schedule.....	36





## ARTICLE 1 Recognition

### 1.1

The Employer hereby recognizes the 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, switchboard operators and typists: Grades II through VIII and include both full time and half time employees.

Exclusions: Executive Secretaries and Excluded Secretaries and Clerical Paraprofessionals.

### 1.2

The Employer agrees that during the term of this Agreement it will not arbitrarily make permanent changes in duties, job titles or grades of any position within the bargaining unit without prior submission to the SPARC Committee. The SPARC Committee will serve as a recommending body to the Superintendent.

#### 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 in accordance with Article 1.1 and to establish the duties for such positions. In the event of a dispute over the inclusion or exclusion of a new classification into or from the bargaining unit such dispute shall be taken to the step of the grievance procedure involving the Superintendent; if it remains unsettled it shall be taken to arbitration.

### 1.4

The Employer agrees that before establishing any rate of pay, hours or other conditions of employment for any new position which would be within the bargaining unit, the job description shall be submitted to SPARC for evaluation.

SPARC will serve as a recommending body to the Superintendent.

The Employer agrees not to negotiate with any organization other than the WWESA for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual WWESA member from presenting a grievance and having the grievance adjusted.

WWESA may intervene if the adjustment is not consistent with the terms of this Agreement.

## 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 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. Bulletin boards and other established media of communication shall be made available to WWESA and its members.

### 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.

2.5

Conditions of Employment Association Security

1. Employees covered by this Agreement shall be required as a condition of continued employment to become members in the Association or to pay service fees equal to the membership dues in accordance with the By-laws of the Association for the duration of this Agreement and any extensions thereof.
2. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall be required, as a condition of continued employment, to become members of the Association, or to pay a service fee equal to the membership dues, on or before the thirtieth (30th) day following the beginning of their employment in the unit.
3. The Employer shall be notified in writing by the Association of any employee in the bargaining unit who is sixty (60) days in arrears in payment of membership dues, or service fees. Employees who fail to comply with this requirement shall be released by the Employer within thirty (30) days of such notice.
4. The Employer agrees to notify all new employees covered by this Agreement that the Association is the sole bargaining representative.

2.6

During the term of this Agreement the Employer will deduct from Compensation of the employees in the unit who have authorized such deductions in writing as required by law and delivered such authorization to the Employer the current monthly Association dues or service fees. Such deduction shall be made on the second pay of each month. In the case of employees who have insufficient or no compensation due on the last pay day such deduction shall be doubly deducted on next succeeding payrolls.

**ARTICLE 3**

**Conditions of Employment**

3.1

The following screening procedures for all secretarial placements within the district will be in effect. The screening will include a written portion as well as typing tests. If the position requires specific computer skills, an appropriate computer skills test will be administered.

The written part will include Grammar, Capitalization, Punctuation, Alphabetizing, Proof Reading and Basic Computation.

Given an "unarranged Letter", the applicant will incorporate correct procedures in forming the letter.

Type 40 words per minute without errors.

If the job description does not require typing, the typing test will be waived.

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

A WWESA employee receiving a position where the typing test are waived must pass the typing test before receiving another position that does require typing in the job description.

If a WWESA employee held the applied for position previously, then testing will be waived.

#### 3.1.1

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 not such matters will be subject to the grievance procedure. Upon completion of the probationary period, the employee will acquire seniority from 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

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

WWESA employees shall be evaluated bi-annually. The current evaluation instrument will be reviewed by both parties.



3.2

A seniority list shall be maintained for all WWESA members. Seniority shall accrue from date of original employment in WWESA. For computation of vacation and longevity, seniority with the District shall prevail.

3.3

- A. In the event of layoffs of WWESA personnel due to the elimination of positions and to implement seniority on an equitable basis, the WWESA employees shall be divided into two (2) main groups:

GROUP I

Elementary Schools  
IMC Clerks  
Secondary Schools  
Adult/Community Education  
Alternative Education  
Vocational/Technical

GROUP II

General Education  
Student Services  
Business  
Administration  
Employee Services  
Information Services  
Buildings and Grounds  
Transportation  
Computer Services

- B. Management has the right to place a displaced WWESA member into an open position that is in his/her same yearly appointment and same grade.

WWESA employees who are placed in open positions do not have to wait one year to apply for posted positions.

- C. Employees shall bump the lowest seniored employee within same yearly appointment (43 week, 46 week, 49 week, 52 week): (1) within their respective grade, within their respective department: If no such position is comparable, (2) respective grade within respective group: if no such position is comparable (3) respective grade within district (cross group). If there is no comparable position, an employee shall have the option to bump in next lower grade(s) in the same order: (1) department, (2) group (3) cross group, at the pay rate of the position bumped. WWESA seniority shall prevail. If there is bumping, the employee must possess the qualifications as set forth in the job description.

Note: For this purpose, comparable means yearly appointment and grade.

- D. Furthermore, an employee shall then bump the lowest seniored employee in the next lower yearly appointment in the same order: (1) department, (2) group, (3) cross group, at the pay rate of the position bumped.

- E. Half time WWESA employees shall follow the above listed procedures for bumping other comparable half time positions. When no comparable half time positions exist, the half time employee shall bump into a full time position using the guidelines set forth in 3.3 (C) and 3.3 (D).
- F. 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 over laid off WWESA members for placement in a vacancy in her original grade and/or weeks for a period of twelve (12) months if the employee is returning to the identical position that she previously held. If the WWESA employee is going to a different position, the time limit in which this is to occur, is six (6) months. An employee is entitled to only one move. The periods of six and twelve months begin from the first day of work in the WWESA member's new position.
- G. 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.

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

#### 3.3.1

When employees are on layoff under 3.3 and are recalled, those having the greatest seniority shall be recalled first in reverse order of layoff directly into positions of the same grade and qualifications without loss of seniority. Seniority shall continue to accrue for one year from the date of layoff. WWESA personnel refusing to accept a comparable position shall be terminated.

If a vacancy occurs in a grade higher than any laid off WWESA member's then the position shall be posted. If vacancy occurs in a grade lower than laid off WWESA member's, the position shall be offered to laid off members by seniority. If the position is not accepted by a laid off bargaining unit member, the vacancy will be posted. A laid off WWESA member may only refuse one offered position in a grade lower for which she is qualified. A second refusal shall be considered a voluntary termination.

Laid off secretaries shall retain recall rights unless they refuse a second offer of a position made by the Board. Upon the first year of layoff and every year thereafter, the laid off secretary shall indicate her intent to remain on the recall list by indicating that intent in writing to the District by June 15

of each year. Failure to do so shall result in removal from the recall list and loss of recall rights. By May 1 of each year, the Board shall send a letter to secretaries laid off one year or more notifying them of their obligation under this subsection.

### 3.3.2

Due to elimination of positions following closing of schools, departments and/or declining enrollments, and after the determination of the number of surplus personnel, a corresponding number of temporary positions may be created. This shall not preclude the possibility of placement into an extended substitute position, but will still be considered surplus personnel. If no surplus temporary positions are created 3.3 shall apply. The created temporary position shall be posted as per 7.1. The vacancies created by the persons receiving these temporary positions shall likewise be posted as per 7.1. Upon becoming surplus the person may apply for the created temporary position. If the created temporary position continues beyond the first fiscal year it shall be reposted.

No created temporary position shall extend beyond two fiscal years. At the end of that time the created temporary position will be reviewed and become either a permanent position or be eliminated.

If a surplus person chooses not to accept a created temporary position they shall have the right to bump the lowest seniored employee within their grade within their respective department. The employee who is bumped will then become surplus personnel.

An individual accepting a created temporary position shall retain classification status (i.e., vacation, pay rate, weeks of employment and working hours) of the position from which she has been eliminated, during tenure of the created temporary position.

At the end of the current fiscal year the surplus person may apply for a created temporary position if it becomes a permanent WWESA position or is continued as a created temporary position when posted as per Article 7.1 or have the option to bump in her original classification; (1) the lowest seniored employee within their respective department, (2) the lowest seniored employee within their respective grade within their respective group as specified in 3.3. If the lowest seniored employee within the grade within her group serves in a temporary created position for two years, they may then bump within their grade the lowest seniored employee within the district providing they can demonstrate the necessary qualifications for that assignment.

If a vacancy occurs within a person's original classification the position will be given to that person. If the person is returned to their original classification 3.3 becomes null and void for that individual.

The Superintendent retains the right to transfer temporary personnel and to make all final assignments as per Article 7.7.

3.3.3

A secretary on layoff may continue at her own expense, the insurance coverage at 102% of the group premium rate, if permitted by the insurance carrier. The group premium rate and the 2% service fee shall be payable to the Wayne-Westland Community Schools, commencing the first month the secretary's insurance coverage paid by the Board shall cease and at one month intervals thereafter. Payments are due in the Insurance Office no later than the 20th of each month preceding the month of coverage. Failure to have the check in the Insurance Office by the 20th of each month may result in the cancellation of the insurance.

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 other than WWESA personnel who shall be recalled as conditions change and in accordance with 3.3.1.

## ARTICLE 4 Compensation/Salary

4.1

The salaries of employees covered by this Agreement are set forth in Appendix A.

These salaries reflect the following:

1996-97: 2% increase  
1997-98: Add an increase of 2.6% to Step 10  
as reflected in Appendix A

4.2

The annual rates of pay shown on the salary schedule are based on full time employment in the specified positions. Any permanent employee regularly employed on a continuing basis shall be paid



in accordance with their yearly appointment, (43, 46, 49, 52 weeks) hours of work per week and their grade and step on the salary schedule.

Entry level is the beginning level of employment in WWESA. On the employees anniversary date each year, beginning members or members who are recalled to work who are currently below step five (5), will be credited with one (1) year experience and moved one (1) step on the salary schedule each anniversary date until she reaches step five (5) of her current grade lane. At the ten (10) year anniversary date, she will move to step ten (10) in her current grade lane.

Beginning on July 1, 1997 and each July 1st thereafter, all WWESA members hired prior to July 1, 1997 shall be credited with incremental experience and move one step on the salary schedule until s/he reaches Step 5 of his/her current grade lane. At the ten (10) year anniversary date, s/he will move to Step 10 in his/her current grade lane.

For all WWESA members hired or recalled to work after July 1, 1997, the following guidelines will apply:

If a WWESA member begins employment or is recalled and begins work before January 1st of a given year, s/he shall be moved one step on the salary schedule the following July 1st. If a WWESA member begins employment or is recalled or begins work after January 1st of a given year, s/he shall receive no experience increment the following July 1st. S/he will wait until the next July 1st before receiving his/her experience incremental step. In either case, at the ten (10) year anniversary date, s/he will move to step ten (1) in his/her current grade lane. All previous incremental steps shall continue.

#### 4.2.1

When a pay day falls during a holiday, the secretary shall receive her paycheck (not post dated) on the last work day preceding the holiday unless said pay day is in excess of one week of the regularly scheduled pay day. In such cases, the secretary shall receive her paycheck on the last work day preceding the holiday; but the check will be post dated for the regularly scheduled pay date.

#### 4.3

Longevity will be paid on the following basis:

15 - 19 years of service in the District .....	\$ 400
20 - 24 years of service in the District .....	\$ 800
25 plus years of service in the District .....	\$1,200

Longevity will be paid on a prorated basis for any WWESA member whose employment with the district ceases before the completion of any fiscal year.

#### 4.4

##### Paid Leave of Absence

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
- 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.
- d) Maternity

(1) Under the sick leave provision it shall be the responsibility of the employee to provide the Executive Director of Employee Services with a written statement from her physician. The physician's statement must specify the expected delivery date and must further specify the date until which, in the physician's opinion, the employee can continue full time employment in her position without (1) danger to the employee's health or that of the fetus, or (2) impairment in anyway of the employee's ability to perform her duties.

(2) The district in making provisions for the employee to continue working under medical approval will require that the employee waive any and all District liability other than negligence relative to the unborn child.

(3) The effective date of absence for maternity reasons shall be the date specified by the employee and her doctor.

(4) Furthermore, it shall be the responsibility of the Employee Services office to obtain a written statement from the attending physician specifying the date of delivery and the date the employee is able to resume full time duties in her position without danger to personal health and without impairment in any way of the employee's ability to perform her duties.

(5) The date for returning to duty shall be the date specified by the employee and her doctor.

The Board reserves the right at its option and expense, to have the employee, examined by a physician, mutually agreed upon, with respect to any of the timelines as established above. The employee will make herself available for such examination and will cooperate in furnishing any necessary information in connection therewith.

The mutually agreed upon physician will provide the Board and the employee with a statement specifying the same information as that required from (1) and (4) above. In the event of conflict between statement of the two physicians, the statement of a mutually agreed to third physician will prevail.

4.5

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.

4.5.1

Sick leave shall accumulate to a limit of 260 days.

4.5.2

Six and one-half (6 1/2) hours shall constitute a full day, three (3) hours shall constitute a half day for sick leave purposes for full time employees. Three (3) hours shall constitute a full day for half time employees. For IMC clerks five and one half (5 1/2) hours will constitute a full day; one and one half (1 1/2) hours shall constitute a half day for half time IMC clerks.

4.5.3

WWESA members returning as employees of the District shall be permitted to reinstate one half of their sick leave bank as it stood upon termination.

4.5.4

The Board agrees to provide WWESA secretaries having 10 or more years of District service additional compensation upon severance of employment. If severance is due to retirement, as defined by the State Retirement Board, (for the purpose of determining hours and years completed) or disability, the affected secretary(s) shall be paid an amount equal to 5% of the current annual salary plus an amount equal to the employee's accumulated total number of sick days multiplied by \$10.00.

When severance of employment is due to other reasons, excluding employee termination, 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 days multiplied by \$10.00 for the full time employees and \$5.00 for half time employees. In the event of any employee's death, payment will be made to the estate.

For the purpose of this Article the accumulated sick days of a WWESA employee while a part-time/full-time district employee will be prorated by the hours specified in Article 6.1.

4.5.5

There shall be limited compensatory time. This time shall be made up within the succeeding three (3) months from date compensatory time occurred.

#### 4.5.6

WWESA employees retiring who are not eligible for health and life insurance benefits from the State Retirement Board, shall be allowed by the school district to continue at her own expense, the insurance coverage at 102% of the group premium rate, if permitted by the insurance carrier. The group premium rate and the 2% service fee shall be payable to the Wayne-Westland Community Schools, commencing the first month the secretary's insurance coverage paid by the Board shall cease and at one month intervals thereafter. Payments are due in the Insurance Office no later than the 20th of each month preceding the month of coverage. Failure to have the check in the Insurance Office by the 20th of each month may result in the cancellation of the insurance.

#### 4.6

##### Funeral Leave

If a death occurs among members of the employee's immediate family, each employee will be granted five (5) days funeral leave to be deducted from member's sick bank.

#### 4.7

A union representative may be released, upon permission of 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.

#### 4.7.1

A union representative engaged during the working day in 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.

#### 4.8

##### Personal Leave Days

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

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

Both parties clearly understand that the use of personal days is not valid for gaming days (for example, but not limited to, deer hunting, pheasant hunting, trout fishing) or for the purpose of Christmas shopping during the ten (10) days preceding Christmas.



#### 4.9

##### Worker's 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 15th 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 Workers' 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 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 1/2 day for any full day's absence. If the employee is absent less than a full day, the employee will still be charged 1/2 day from his/her sick or personal leave account.

#### 4.10

##### 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 regular rate and procedure as established by Board policy.

4.11

Jury Dates

Any WWESA member who serves on jury duty will be paid her regular pay, and in turn will submit to her employer the check received for jury duty. A WWESA member may be requested by her employer but not required to have herself excused from such duty.

4.11.1

Subpoenaed Court Appearances

Any WWESA members subpoenaed to testify in court shall do so without loss of pay.

**ARTICLE 5**

**Unpaid Leaves of Absence**

5.1

Medical Leave

Any employee after one year of service whose personal illness extends beyond the period compensated under Article IV (Sick Leave), shall be granted a leave of absence without pay or loss of previously earned seniority for such time as is necessary for complete recovery, but not to exceed one year. An additional year may be granted upon review and determination of administration and notification to WWESA.

The employee shall notify the Division of Employee Services of her intent to return sixty (60) days in advance unless there are extenuating circumstances, and shall furnish Employee Services with a medical release.

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

5.1.1

A secretary on parental leave, general purpose leave, extended health leave, approved non-pay status may continue at her own expense, the insurance coverage at 102% of the group premium rate, if permitted by the insurance carrier. The group premium rate and the 2% service fee shall be payable to the Wayne-Westland Community Schools, commencing the first month the secretary's insurance coverage paid by the Board shall cease and at one month intervals thereafter. Payments are due in the Insurance Office no later than the 20th of each month preceding the month of coverage. Failure to have the check in the Insurance Office by the 20th of each month may result in the cancellation of the insurance.

## 5.2

### Parental Leave

The Board of Education shall grant a leave of absence to a member of the bargaining unit upon written request to the Employee Services Office sixty (60) days prior to the date of commencement of such leave. Said leave to be granted in accordance with the following:

- A. An employee who is pregnant will commence her leave at a time jointly determined by the employee and her physician.
- B. Parental Leave may also be granted to an employee within one year of the time they adopt a child, acquire a child by birth or marriage or assume the legal responsibility of a family.
- C. Employees granted leave under this provision will return to a position in the District not later than one (1) year from the date on which their leave commenced. 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. Notice of intent to return from Parental Leave will be submitted in writing to the Employee Services Office sixty (60) days prior to the date of return except in cases involving extenuating circumstances or when the length of the leave is for a period of ninety (90) days or less.
- D. In cases of unusual circumstances and upon request of the affected employee, the Board shall terminate the leave prior to the anticipated termination date. Upon return, the WWESA member shall be placed on the recall list in order of seniority and recalled in accordance with Article 3.3.1.

### 5.2.1

When a Parental Leave expires, the affected employee shall be placed on the recall list in order of seniority and recalled in accordance with Article 3.3.1.

## 5.3

Military leave shall be granted without pay or increment or loss of previously earned seniority, to any employee in conformity with the existing statutes.

Upon return, the WWESA member shall be placed in order of seniority and recalled in accordance with Article 3.3.1.

## 5.4

An employee who has completed three (3) consecutive years of service with the district shall be granted a leave of absence without pay or increment or loss of previously earned seniority, for a period of up to two (2) years if husband is transferred or drafted.

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

5.5

An employee who has completed three (3) years of consecutive service with the district and who wishes to continue or finish her education, shall be granted one (1) year of absence without pay or increment or loss of previously earned seniority. 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.

Validated documentation of proof of school attendance shall be submitted.

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

5.6

Subject to the approval of the Superintendent, an employee who has completed three (3) consecutive years of service with the district shall be permitted up to one (1) year leave of absence for personal reasons without loss of previously earned seniority and without pay or increment. The leave may be extended for up to one (1) addition year upon request of the employee and with the approval of the Superintendent or his designee.

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

5.6.1

Participation in coverages shall be at the discretion of Administration and shall in no case extend beyond the leave period. The employee shall pay 102% of the group premium, if permitted by the carrier, to the Wayne-Westland Community Schools.

5.7

Seniority shall not accrue for any unpaid leave of absence.

5.8

A voluntary leave of absence as outlined in 5.4, 5.5, and 5.6 may be terminated by mutual agreement between the Board of Education and the employee prior to the anticipated termination date.

Upon return, the WWESA member shall be placed on the recall list in order of seniority and recalled 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. (Except for WWESA employees whose normal work week shall be 37.5 hours for five consecutive days, Monday through Saturday, Saturday being paid a straight time. All hours worked between 4:30 p.m. through 12:00 midnight shall earn a shift premium of 10 cents per hours above the employees 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 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.

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

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 will not regularly require WWESA employees to work in excess of such normal day or week. The hours in a normal week and a normal work day are those specified in Article 6.1.

6.3

All full time 43 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 43 weeks.

6.4

All regularly scheduled half time 43 week employees assigned to elementary and secondary schools may be required (if work load dictates) to work full time as needed and shall be paid at their regular rate subject to the approval of the Superintendent or his designee. They shall also have the option of working full time before a substitute is called in.

6.5

Less than 52 week employees requested to work additional weeks at the present assignment or temporary clerical assignment will accumulate sick leave and vacation time on the proportionate basis that they would if they were on the 52 week schedule. Further, they will be paid at their regular rate.

6.5.1

Any secretary or IMC clerk working in a higher grade classification shall receive amended pay.

6.6

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.

6.7

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 the employee, with approval of the immediate supervisor, 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 of management.

6.13

Building administrators shall make every effort to be present during school holiday and summer recesses if a WWESA employee is required to be in the building. It is a long standing past practice of the district not to have clerical employees alone in buildings. No WWESA employee shall be permanently scheduled to be alone in the building.

6.14

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

6.15

Employees in either category (i.e., secretary/clerk/library clerk) shall not be required nor expected to learn specialized duties indigenous to the other's job description, except in emergency situations.

6.16

A substitute IMC clerk is to be called after three days when an IMC clerk is to be absent for an extended period of time.

6.16.1

A substitute secretary is to be called after three days when a secretary is to be absent for an extended period of time.

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 her duties.

6.18.1

The guidelines as set forth in the Plante and Moran Study shall be used in the evaluation of WWESA positions by the SPARC Committee.

6.19

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

6.20

WWESA members shall not be primarily responsible for the administration of medication, as outlined in the State of Michigan Statute PA 415, Section 1178 and W-W R & R #5147, as written February 1980. The following order shall be observed for the administration of medication to students: Principals, Assistant Principals, Certified Teachers/Staff, Secretaries and Paraprofessionals.

## ARTICLE 7

### Vacancies, Promotions, Transfers

7.1

Whenever any vacancy or other special opportunity in a WWESA position occurs, administration shall publicize the opportunity by giving written notice to bargaining unit members and the Association by providing appropriate posting in every school building, within five (5) working days after the Cabinet's decision to fill the vacancy. Postings shall be for seven (7) working days. Summer vacancies will be placed on a telephone "hotline". Letters of application received after the posted closing date shall not be considered. Vacancies will be filled within a reasonable period of time. All qualifications being equal as outlined in the job description, seniority shall prevail.

7.1.1

All laid off WWESA personnel shall receive copies of all WWESA position postings.

Employees transferring between Group I and Group II, under conditions and/or bumping shall retain their total WWESA seniority when entering their new group.



## 7.2

After the posting of positions and other policies have been followed, the Superintendent or his designee shall have final authority to assign the classified personnel. WWESA and WWESA applicants shall receive written notice of Board action within a reasonable period of time.

### 7.2.1

Each WWESA employee shall receive annually, by November, a seniority list detailing name, place of assignment, date of employment, actual years of seniority, grade, and classification for each WWESA employee covered by this Agreement.

An updated staffing list will be sent out to each WWESA employee by April each year. This is not a seniority list, but will reflect any changes in work location/leave status, etc.

## 7.3

Any WWESA employee who has been in her present position for a period of one year may apply for a posted vacancy. Lateral moves within a school or department are permissible within the WWESA unit during this one year period. All qualifications being equal, seniority shall prevail.

### 7.3.1

In unusual circumstances, the one year qualifying period cited in Article 7.3 may be waived by mutual consent of both parties. Likewise, lateral moves referred to in the above referenced paragraph refers to the two respective groups outlined in Article 3.3.

## 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 is realistic or necessary. 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.

7.7

Administration contends that frequent unsolicited transfers from one school or department to another may prove disruptive to the educational process; but reaffirms its right and obligation in unusual circumstances, for reasonable and just cause, to reassign personnel in the best interest of the District. Such reassignment shall be discussed with WWESA.

## ARTICLE 8 Discipline and Discharge

8.1

Disciplinary action or measures shall include the following:

- Oral 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 oral reprimand is to alleviate concern(s) or problem(s), not the harassment of an employee. No WWESA member shall be reprimanded orally 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.

8.1.1

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

8.2

In the event any employee shall be suspended or discharged from employment and believes she has been unjustly dealt with, such suspension or discharge may be processed in accordance with grievance procedure and shall start as Step III, Superintendent or designee level.

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 reinstate her and pay for all lost time.

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

The paid holidays are designated as New Year's Day, Martin Luther King Day, all day Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24 and December 25 and December 31 respectively. Fifty-two week secretaries shall receive six (6) paid days off over the Christmas shutdown. 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.

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 would be paid at their regular daily rate. In addition, these affected employees will be given compensatory time at their regular pay.

9.1.1

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.

Vacation

9.2

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.

9.3

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.

#### 9.4

Employees regarded as 43, 46, 49, 52 week employees will earn vacation days as per schedule stated in 9.9.

##### 9.4.1

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 Easter shall have the option of using these excess days during the school year or of receiving pay for up to but not to exceed five (5) unused earned vacation days. Should their vacation days be less than the number of days that schools are recessed for Christmas, Mid-Winter and Easter, 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 Easter 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.

##### 9.4.2

Subject to the approval of the immediate supervisor, 43 week employees having vacation in excess of school recesses, shall be allowed to use these days during the school year. In the event the parties cannot agree, it may be appealed to the Executive Director of Employee Services.

##### 9.4.3

For the 1994-95 school year, one paid holiday will be observed as established in the school calendar as Fall Recess. For the 1995-96 school year, this paid holiday will be observed as established in the school calendar as Martin Luther King Day. The week of Mid-Winter Recess, when school is not in session, 43, 46 and 49 week employees shall not work and shall not be paid unless they elect to use vacation days. 52 week employees may use vacation days or take days without pay. If the need arises, 52 week employees may be required to work part or all the Mid-Winter Recess by their immediate supervisor. In cases where administrators may be working during Mid-Winter Recess, said administrators may request that their secretaries work during this week or a portion thereof.

##### 9.4.4

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.



9.5

Vacation pay shall be paid an employee upon a written request submitted two (2) weeks prior to a regularly scheduled pay period and will be given to her on the next scheduled pay period prior to her vacation.

9.6

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

9.7

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.

9.8

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.

#### VACATION SCHEDULE

9.9

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.

43 week	46 week	49 week	52 week
(1-6) 11 days	(1-5) 11 days	(1-4) 11 days	(1-3) 11 days
(7) 12 days	(6) 12 days	(5) 12 days	(4) 12 days
(8) 13 days	(7) 13 days	(6) 13 days	(5) 13 days
(9) 14 days	(8) 14 days	(7) 14 days	(6) 14 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

9.10

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 programs which will be offered will include the following: Blue Cross/Blue Shield MVF-1 Plan, Master Medical with DC/DCCR, ML Riders, \$2.00 participating drug plan, Prevent Rider (precertification of hospital admission), and MSO Mandatory Second Opinion Riders, the Health Alliance Plan (HMO), Care Choices (HMO) or other HMO's which may be added to or replace those listed during the life of this contract.

The choices for full time WWESA members eligible for health care coverage hired on or after July 1, 1991 are limited to Health Alliance Plan or Care Choices, or any other HMO which may be offered by the Board at the time of enrollment.

Health care coverage for half-time members will be on a pro-rata basis effective July 1, 1991.

9.10.1

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.

#### LIFE INSURANCE

9.11

The employer shall provide without cost to WWESA employees covered under this Agreement, Life Insurance protection.

Full time WWESA employees shall be provided a \$15,000 term life insurance policy with AD & D benefits for the duration of this Agreement.

Half-time WWESA employees shall be provided a \$7,500 term life insurance policy with AD & D benefits for the duration of this Agreement. The half-time WWESA employee may pay, through payroll deduction, for the remaining half of the insurance if she wishes to participate one hundred percent.

The coverage for all WWESA employees covered under this Agreement shall be on a 52 week basis.

9.12

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; sixty percent (60%), Class II, of major treatment with an annual maximum of eight hundred dollars, (\$800) 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.

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.

9.13

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

9.14

The Board agrees to provide WWESA members with L.T.D. coverage.

9.15

If a WWESA member is not covered by a health insurance plan through the Board, she will be eligible to receive \$40.00 per pay for 21 pays. Effective July 1, 1995, half-time WWESA members will be paid \$20.00 per pay for 21 pays.

9.16

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

9.17

WWESA agrees to participate in the District Study of employee insurance 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.

10.1.1

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 described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the employer and by a majority of the membership of WWESA, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

10.5

If the parties fail to reach an agreement in any such negotiations either party may invoke the assistance of the State Labor Mediation Board.



**ARTICLE 11**  
**Grievance Procedure**

11.1

A grievance can be submitted by an employee or WWESA involving any alleged violation, misinterpretation of any provisions of this contract.

11.2

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

11.2.1

The employee with a grievance is encouraged to discuss the complaint orally with the principal or immediate supervisors, directly or accompanied by a representative of the WWESA, with the objective of resolving the matter informally.

11.2.2

In the event the matter is not resolved informally, the problem shall be submitted in writing, a copy to the principal or immediate 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 five (5) working days of knowledge of the alleged violation. Effective July 1, 1996, the grievance shall be filed within ten (10) working days of knowledge of the alleged violation.

11.2.3

Within five (5) school days after receiving the grievance, the principal or immediate supervisor shall state his decision in writing together with the supporting reasons, and shall furnish one copy to the employees who instituted the grievance, a copy to the Association and the Superintendent or his designee.

11.2.4

Within seven (7) school days after receiving the decision of the principal or immediate supervisor, the aggrieved party may, on her own or through the Association, appeal in writing to the Superintendent or his designee the decision of her immediate supervisor.

11.2.5

Within seven (7) school days after delivery of the appeal, the Superintendent or his designee shall investigate the alleged grievance. The Superintendent or his designee may request a formal hearing with all parties present.

11.2.6

Within eight (8) school days after delivery of the appeal, the Superintendent or his designee shall communicate his decision in writing to the aggrieved party and a copy to the Association representative.

11.2.7

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 before an impartial arbitrator selected by the parties. Requests for submission to arbitration may not be made later than fifteen working days after a decision by the Superintendent on the alleged violation. If the parties cannot agree on the arbitrator within five (5) days of the request, he shall be selected by the American Arbitration Association in accordance with its rules, which rules shall also cover the arbitration proceedings. 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. The arbitrator shall have no power to alter, discard, modify, add to or subtract from the terms of this Agreement. 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.

11.2.8

The fees and expenses of the arbitrator shall be shared equally by the parties.

11.3

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.

11.3.1

A grievance may be withdrawn, without prejudice, and if so withdrawn all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within twenty (20) working days from the date of withdrawal, the grievance shall not be reinstated. Where more than one (1) grievance involves a similar issue, those grievances may be withdrawn without any prejudice pending the disposition of the appeal of the representative case, in such event the withdrawal without prejudice will not affect financial liability.

11.4

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

11.5

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

## ARTICLE 12 Miscellaneous Provisions

12.1

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.

12.2

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

12.3

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.

12.4

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

12.5

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.

12.6

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.

12.7

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.

12.8

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

12.9

Adequate parking facilities shall be made available to WWESA.

12.10

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.

12.11

The parties agree that under Article 4.4 Sick Leave, Article 4.5.3, District Sick Bank, and Article 4.8 Personal Business, members of the bargaining unit shall not be charged sick or personal business leave days when school has been cancelled because of inclement weather, except in those circumstances where the absence or notification of absence(s) has been made more than three calendar days prior to the cancellation of school.

Those WWESA members on extended sick leave covered by Article 4.4 or 4.5.3 shall be charged a sick leave day for absences occurring on days when school is cancelled because of inclement weather, provided that the affected person is paid for those absences and further provided that the knowledge of absence has occurred more than three calendar days prior to the cancellation of school.

A currently employed secretary who is covered by an approved absence without pay on a day when school has been cancelled because of inclement weather shall be docked for her absence, provided that the employee's request for absence has been made more than three days prior to the cancellation of school.



An approved vacation day shall likewise not be altered even though school may be cancelled because of inclement weather on that day provided that the person is paid for that day and the day had been approved more than three calendar days prior to the cancellation of school.

12.11.1

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.

12.12

The Employer agrees to pay any fees for WWESA employees to attend workshops or inservice sessions when the sessions are connected with their job responsibilities or performance. Payment of fees are contingent on prior approval by the department supervisor as prescribed in policies or administrative rules and regulations.

12.12.1

A group of WWESA employees may request an inservice session for specific skills and/or procedures. This request may be submitted to Employee Services for consideration. Employee Services may implement such a request.

12.13

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 to improve job related clerical skills. 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 Vocational Technical Center or through the Adult Education Leisure Program tuition free if the class has space available.

12.14

Half time WWESA employees shall be paid at their regular rate of pay if administrative approved district workshops are held at times other than their regular working hours.

12.15

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

**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 and 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 therewith 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, 1996 and shall continue in effect until June 30, 1998.

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

Board of Education  
Wayne-Westland Community Schools

Mary Moran  
President

Francis E. Thacker  
President

Carol Kott  
Secretary

Marta Tilsen  
Secretary

3-28-96  
Date

3/28/96  
Date

**APPENDIX A  
Salary Schedule**

1995-96

<u>Step</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>	<u>Grade 6</u>	<u>Grade 7</u>	<u>Grade 8</u>
Entry	\$ 9.42	\$ 9.70	\$ 9.98	\$10.26	\$10.54	\$10.82	\$11.10
1	10.73	11.03	11.31	11.61	11.89	12.19	12.47
2	11.05	11.37	11.65	11.97	12.25	12.57	12.85
3	11.37	11.71	11.99	12.33	12.61	12.95	13.23
4	11.69	12.05	12.33	12.69	12.97	13.33	13.61
5	12.71	13.09	13.46	13.83	14.21	14.58	14.96
10	12.92	13.30	13.67	14.04	14.42	14.79	15.17

1996-97

<u>Step</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>	<u>Grade 6</u>	<u>Grade 7</u>	<u>Grade 8</u>
Entry	\$ 9.61	\$ 9.89	\$10.18	\$10.47	\$10.75	\$11.04	\$11.32
1	10.94	11.25	11.54	11.84	12.13	12.43	12.72
2	11.27	11.60	11.88	12.21	12.50	12.82	13.11
3	11.60	11.94	12.23	12.58	12.86	13.21	13.49
4	11.92	12.29	12.58	12.94	13.23	13.60	13.88
5	12.96	13.35	13.73	14.11	14.49	14.87	15.26
10	13.18	13.57	13.94	14.32	14.71	15.09	15.47

1997-98

<u>Step</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>	<u>Grade 6</u>	<u>Grade 7</u>	<u>Grade 8</u>
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5	12.96	13.35	13.73	14.11	14.49	14.87	15.26
10	13.52	13.92	14.30	14.69	15.09	15.48	15.87

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses and income. The document provides a detailed explanation of how to categorize these transactions correctly, ensuring they are recorded in the appropriate accounts.

The second part of the document focuses on the process of reconciling the accounts. It explains how to compare the company's records with the bank statements to identify any discrepancies. This process is crucial for detecting errors, such as double entries or omissions, and for ensuring that the company's books are in balance. The document provides a step-by-step guide to performing a reconciliation, including how to investigate and resolve any differences.

The third part of the document discusses the preparation of financial statements. It outlines the requirements for these statements, including the balance sheet, income statement, and cash flow statement. The document provides a detailed explanation of how to calculate each of these statements, ensuring that they are accurate and complete. It also discusses the importance of presenting these statements in a clear and concise manner, using appropriate accounting conventions and standards.

The final part of the document discusses the importance of maintaining good records for tax purposes. It explains how to keep track of all deductible expenses and income, ensuring that the company's tax return is accurate and complete. The document provides a detailed explanation of the various tax deductions and credits available to businesses, and how to claim them. It also discusses the importance of keeping records for a sufficient period of time to support the company's tax position.



