



1999-2002

Collective Bargaining Agreement

between

Willow Run Board of Education

and

Willow Run Paraprofessional Organization / M.E.A.

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SIGNATURES

W.R.P.O. / M.E.A.

By Carol E. Beach
Its President

By Jim H. Smith
Its Chief Negotiator

By Martha Fordyce
Its Negotiating Team Member

By Kathleen A. Kuehn
Its Negotiating Team Member

By Lisa Walker
Its Negotiating Team Member

By Colin Audritsch
Its Negotiating Team Member

By Robin Carter Hine
Its Negotiating Team Member

By Maureen M. [Signature]
Its Negotiating Team Member

By _____
Its Negotiating Team Member

By Heidi G. [Signature]
Its Negotiating Team Member

BOARD OF EDUCATION

By [Signature]
Its President

By Claudette Branta
Its Secretary

By John [Signature]
Its Chief Negotiator

AGREEMENT

BETWEEN

WILLOW RUN BOARD OF EDUCATION

AND

WILLOW RUN PARAPROFESSIONAL ORGANIZATION / MEA

ARTICLE 1: RECOGNITION

1.1000 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board of Education hereby recognizes the Willow Run Paraprofessional Organization as a unit representing the following:

1.1100 Special Education Paraprofessionals

1.1200 Title I Paraprofessionals

1.1300 At-Risk Paraprofessionals

1.1400 Head Start Paraprofessionals

1.1500 M.D.E. Paraprofessionals

1.1600 District Funded Paraprofessionals

ARTICLE 2: LOCAL UNIT/ASSOCIATION RIGHTS

2.1000 The Willow Run Paraprofessional Organization may, upon application to the Director of Human Resources, be granted up to a total of forty (40) hours per annum without loss of pay to conduct business of W.R.P.O.

2.2000 The Association shall be permitted to use school building facilities at any reasonable hours for Association meetings, except during regularly scheduled class hours, upon application to and approval of the appropriate building administrator. The members of the Association shall have the right to use school equipment, except for office machines reserved for personal use of the office staff, for official Association business provided such does not interfere with school operation of equipment. The Association will pay for the actual cost of materials incident to such use. The Association may also use the District's employee mailboxes for communications to its bargaining unit members.

2.3000 The Board agrees to make available to the Association, in response to reasonable requests, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits; register of bargaining unit personnel; tentative budgetary requirements and allocations; agendas and minutes of all School Board meetings; treasurer's reports, census and membership data; names and addresses of all employees; salaries paid thereto; and such other information as will assist the Association in developing intelligent, accurate and informed and constructive programs on behalf of the employees.

2.4000 Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall, as a condition of employment, pay as a service fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Association - including local, state, and national dues; provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided herein. In the event that an employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in this Agreement, the Employer shall, at the request of the Union, terminate the employment of such employee. The parties expressly recognize that the failure on the part of any employee to comply with the provisions of this Article, is just and reasonable cause for discharge. The procedure in all cases of discharge for violation of this Section (2.4000) shall be as follows:

2.4100 The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, shall provide ten (10) days for compliance, and shall further advise the employee that a request for discharge may be filed with the Employer in the event compliance is not effected.

March	21	½ Day for Elementary Students (full day for secondary students) A.M. – Elementary Students P.M. – Elementary Parent-Teacher Conferences
	22	Parent-Teacher Conference/Compensatory Day - No School Elementary Paraprofessionals – Parent-Teacher Conferences Secondary Paraprofessionals – Compensatory Day
March	29-	Spring Break – No School
April	7	
	8	School Resumes
May	27	Memorial Day – No School
	28	School resumes
	29	½ Day for Students A.M. – Students P.M. – ½ Workday for Paraprofessionals
June	12	½ Day for High School Students (full day for all other students) A.M. – High School Students P.M. – ½ Workday for Paraprofessionals
	13	½ Day for High School Students (full day for all other students) A.M. – High School Students P.M. – ½ Workday for Paraprofessionals
	14	½ Day for Students A.M. – Students (Last Day) P.M. – ½ Workday for Paraprofessionals
	17	Last Day for Paraprofessionals – Final Checkout

The parties agree that the 2001-02 School Calendar shall contain a total of 187 workdays for paraprofessionals.

Conference times may be altered as worked out by the building administrator and his/her staff.

Thurston: Three extra half-days for parent-teacher conferences will be scheduled each semester. At least one after-school conference block shall be scheduled each semester.

Elementary: At least one after-school conference block shall be scheduled each semester.

Middle School: Two after-school conference blocks shall be scheduled each semester.

High School: Two after-school conference blocks shall be scheduled each semester.

**Willow Run Community Schools
PARAPROFESSIONALS
2001-02 CALENDAR**

August	27	Paraprofessionals Report A.M. – District Breakfast & Building Staff Meetings P.M. – ½ Workday for Paraprofessionals
	28	District Staff Development
	29	½ Day for Students A.M. – Students (First Day) P.M. – ½ Workday for Paraprofessionals
September	3	Labor Day – No School
	4	School Resumes
	25	Staff Development – No School (paraprofessionals report)
November	15	½ Day for Elementary Students (full day for secondary students) A.M. – Elementary Students P.M. – Elementary Parent-Teacher Conferences
	16	Parent-Teacher Conference/Compensatory Day – No School Elementary Paraprofessionals – Parent-Teacher Conferences Secondary Paraprofessionals – Compensatory Day
	22-23	Thanksgiving Break – No School
	27	School Resumes
December	22-	Winter Break – No School
January	6	
January	7	School Resumes
	15	½ Day for High School Students (full day for all other students) A.M. – High School Students P.M. – ½ Workday for Paraprofessionals
	16	½ Day for High School Students (full day for all other students) A.M. – High School Students P.M. – ½ Workday for Paraprofessionals
	17	½ Day for High School Students (full day for all other students) A.M. – High School Students P.M. – ½ Workday for Paraprofessionals
	18	Records Day - No School (paraprofessionals report)
	21	Martin Luther King Day – No School
	22	School Resumes
March	1-4	Mid-Winter Break - No School
	5	School Resumes

2.4200 If the employee fails to comply, the Association may file charges, in writing, with the Employer and shall request termination of the employee's employment.

2.4300 The Employer, upon receipt of said charges and request for termination, shall immediately notify said employee that his/her services shall be discontinued at the end of ten (10) days. In the event of compliance at any time prior to discharge, charges shall be withdrawn.

2.5000 The Association will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental costs of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing Section 2.4000 of this Article.

2.6000 At the time of his or her initial employment each employee shall be provided with a copy of the existing Master Agreement.

2.7000 Upon written authorization from the employee, the Employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions to NEA PAC, MEA PAC, annuities, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Association and the Employer.

2.8000 The authorized deduction of dues and service fees shall be made from a regular paycheck each month, September through June. The Employer agrees to promptly remit to the Association all monies so deducted.

2.9000 Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official business pertaining to the W.R.P.O. on school property provided that this shall not interfere with nor interrupt normal school operations.

ARTICLE 3: PARAPROFESSIONAL RIGHTS

- 3.1000 The provisions of this agreement and the wages, hours and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- 3.2000 The private and personal life of any paraprofessional is not within the appropriate concern or attention of the Board so long as it does not interfere with the job performance.
- 3.3000 Each member of the Association shall have the right to review, in the presence of an Administrator, the contents of his/her own personnel file and will be given a copy of any material to be placed therein at the cost of paper for reproduction with the exception of any confidential credentials or references from colleges or placement centers.
- 3.4000 Each bargaining unit member shall be provided with a copy of a job description that specifies as fully as possible the duties involved in his/her position.
 - 3.4100 Should the paraprofessional be assigned to a new position, or if there is a change in the position as initiated by the Office of Human Resources, a revised job description will be provided.
 - 3.4200 When new paraprofessional positions are created, or when current job descriptions are revised, the Union and Administration will meet to mutually develop the new or revised job descriptions.
- 3.5000 The employee shall be entitled to meet and discuss his/her schedule and/or working conditions with the following personnel being present: supervising teacher, building administrator or Director of Human Resources. The employee may request that the Unit President or a member of the Unit's Board of Directors as designated by the President be present.

- March
 - 29 ½ Day for Elementary Students (full day for secondary students)
A.M. – Elementary Students
P.M. – Elementary Parent-Teacher Conferences
 - 30 **Parent-Teacher Conference/Compensatory Day – No School**
Elementary Paraprofessionals – Parent/Teacher Conferences
Secondary Paraprofessionals – Compensatory Day
- April
 - 13-22 **Spring Break – No School**
 - 23 School Resumes
- May
 - 28 **Memorial Day – No School**
 - 29 School resumes
 - 30 ½ Day for Students
A.M. – Students
P.M. – ½ Workday for Paraprofessionals
- June
 - 13 ½ Day for High School Students (full day for all other students)
A.M. – High School Students
P.M. – ½ Workday for Paraprofessionals
 - 14 ½ Day for High School Students (full day for all other students)
A.M. – High School Students
P.M. – ½ Workday for Paraprofessionals
 - 15 ½ Day for Students
A.M. – Students (Last Day)
P.M. – ½ Workday for Paraprofessionals
 - 18 Last Day for Paraprofessionals – Final Checkout

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Middle School: Two after-school conference blocks shall be scheduled each semester.

High School: Two after-school conference blocks shall be scheduled each semester.

**Willow Run Community Schools
PARAPROFESSIONALS
2000-01 CALENDAR**

August	28	Paraprofessionals Report A.M. – District Breakfast & Building Staff Meetings P.M. – ½ Workday for Paraprofessionals
	29	District Staff Development
	30	½ Day for Students A.M. – Students (First Day) P.M. – ½ Workday for Paraprofessionals
September	4	Labor Day – No School
	5	School Resumes
	26	Staff Development – No School (paraprofessionals report)
November	16	½ Day for Elementary Students (full day for secondary students) A.M. – Elementary Students P.M. – Elementary Parent-Teacher Conferences
	17	Parent-Teacher Conference/Compensatory Day – No School Elementary Paraprofessionals – Parent-Teacher Conferences Secondary Paraprofessionals – Compensatory Day
	23-24	Thanksgiving Break – No School
	27	School Resumes
December	23-	Winter Break – No School
January	7	
January	8	School Resumes
	15	Martin Luther King Day – No School
	16	School Resumes ½ Day for High School Students (full day for all other students) A.M. – High School Students P.M. – ½ Workday for Paraprofessionals
	17	½ Day for High School Students (full day for all other students) A.M. – High School Students P.M. – ½ Workday for Paraprofessionals
	18	½ Day for High School Students (full day for all other students) A.M. – High School Students P.M. – ½ Workday for Paraprofessionals
	19	No School for Students (paraprofessionals report)
March	2-5	Mid-Winter Break - No School
	6	School Resumes

ARTICLE 4: PROBATIONARY EMPLOYEES

- 4.1000 An employee is a "Probationary Employee" for the first sixty (60) working days of employment. Periods of absence from work shall not be counted toward completion of the probationary period.
- 4.2000 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 paraprofessional will acquire seniority from their date of hire.
- 4.3000 The W.R.P.O. shall represent probationary paraprofessionals for the purpose of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment. The probationary paraprofessional shall have the same rights as other paraprofessionals except as modified in this Article.

ARTICLE 5: SENIORITY

5.1000 SENIORITY

5.1100 Seniority shall be defined, for purposes of this Agreement, as the length of an employee's service within the district as a member of the bargaining unit. All employees who were members of the Association as of July 1, 1986 shall retain their existing seniority.

5.1200 An employee shall be terminated and lose his/her seniority for the following reasons:

5.1210 He/She quits.

5.1220 He/She is discharged and the discharge is not reversed through the Grievance Procedure.

5.1230 He/She is absent for five (5) consecutive working days without notifying the employer and without a reasonable excuse. In proper cases, the employer shall make exceptions. After such absence, the employer will send written notifications to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated.

5.1240 If he/she does not return to work when recalled from layoff as set forth in the recall procedure.

5.1250 He/She fails to return from a leave of absence at the designated time.

5.2000 NUMBER OF HOURS

5.2100 Commencing with contract, employees working an average of twenty (20) hours or more per week shall be considered full time and shall receive one (1) year seniority.

5.2200 Employees working less than an average of twenty (20) hours per week shall be considered half time and receive one-half (1/2) year seniority.

5.2300 Employees hired prior to February 1 of that school year and having been employed for a minimum of six (6) full months of continuous service shall receive a full year's credit as of July 1.

5.3000 SENIORITY LIST

**SCHEDULE B
PARAPROFESSIONAL HOURLY WAGES
(for computation of compensation for additional hours worked)**

		Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
High School Graduate	1999-2000	7.63	8.13	8.68	9.24	10.10	11.02	11.90
	2000-01	7.86	8.37	8.94	9.52	10.40	11.35	12.26
	2001-02	8.10	8.62	9.21	9.81	10.71	11.69	12.63
Child Development Associate	1999-2000	7.90	8.46	9.00	9.57	10.45	11.35	12.21
	2000-01	8.14	8.71	9.27	9.86	10.76	11.69	12.58
	2001-02	8.38	8.97	9.55	10.16	11.08	12.04	12.96
Associate of Arts	1999-2000	8.19	8.78	9.33	9.91	10.79	11.68	12.54
	2000-01	8.44	9.04	9.61	10.21	11.11	12.03	12.92
	2001-02	8.69	9.31	9.90	10.52	11.44	12.39	13.31
Bachelor's Degree	1999-2000	8.80	9.38	10.01	10.54	11.47	12.32	13.24
	2000-01	9.06	9.66	10.31	10.86	11.81	12.69	13.64
	2001-02	9.33	9.95	10.62	11.19	12.16	13.07	14.05
Six Year Master's Degree	1999-2000	8.97	9.58	10.27	10.79	11.68	12.54	13.44
	2000-01	9.24	9.87	10.58	11.11	12.03	12.92	13.84
	2001-02	9.52	10.17	10.90	11.44	12.39	13.31	14.26

**SCHEDULE A
PARAPROFESSIONAL SALARY SCHEDULE**

		Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
High School Graduate	1999-2000	9,461	10,232	10,931	11,752	12,852	14,449	15,596
	2000-01	9,745	10,539	11,259	12,105	13,238	14,882	16,064
	2001-02	10,037	10,855	11,597	12,468	13,635	15,328	16,546
Child Development Associate	1999-2000	9,792	10,646	11,334	12,172	13,298	14,880	16,001
	2000-01	10,086	10,965	11,674	12,537	13,697	15,326	16,481
	2001-02	10,389	11,294	12,024	12,913	14,108	15,786	16,975
Associate of Arts	1999-2000	10,150	11,049	11,749	12,604	13,731	15,313	16,434
	2000-01	10,455	11,380	12,101	12,982	14,143	15,772	16,927
	2001-02	10,769	11,721	12,464	13,371	14,567	16,245	17,435
Bachelor's Degree	1999-2000	10,903	11,813	12,604	13,403	14,595	16,150	17,351
	2000-01	11,230	12,167	12,982	13,805	15,033	16,635	17,872
	2001-02	11,567	12,532	13,371	14,219	15,484	17,134	18,408
Six Year Master's Degree	1999-2000	11,120	12,060	12,929	13,731	14,857	16,434	17,622
	2000-01	11,454	12,422	13,317	14,143	15,303	16,927	18,151
	2001-02	11,798	12,795	13,717	14,567	15,762	17,435	18,696

5.3100 No later than sixty (60) days following the ratification of this Agreement, and by every October 30 thereafter, a seniority list will be prepared by the Office of Human Resources in consultation with W.R.P.O. The Office of Human Resources will provide an updated seniority list to the Association during the months of January and April of each school year. In each case sufficient copies will be provided for the Executive Board. The Office of Human Resources shall inform the President of W.R.P.O. of all new hires.

5.4000 PLACEMENT ON SENIORITY LIST

5.4100 For persons hired by the school district who have the same date of hire, the following method for determining the order of placement on the seniority list shall be applicable:

5.4110 Affected employees will be placed on the seniority list in an order to be determined by the last two (2) digits of their social security number.

5.4120 The employee having the highest two (2)-digit number shall be placed on the seniority list first. The employee having the next highest two (2)-digit number shall be placed on the seniority list next and so on. For example:

- Three (3) new employees (X, Y, and Z) are hired on September 10, 1986.
- X has a social security number of 382-48-6511.
- Y has a social security number of 383-46-6231.
- Z has a social security number of 380-41-5927.
- Y would be placed first on the seniority list.
- Z would be placed second on the seniority list.
- X would be placed third on the seniority list.

Only the last two (2) digits of the employee's social security number will be published.

5.4130 Each employee placed in this manner would maintain this placement on the seniority list unless some circumstances arose pursuant to the Master Agreement that would change his/her placement.

ARTICLE 6: LAYOFF AND RECALL

- 6.1000 In the event of a layoff the Board shall, as soon as possible after the number of bargaining unit members to be laid off has been determined, provide the officers of the W.R.P.O. with a written list of those bargaining unit employees to be affected, for their review. A meeting will be scheduled at a mutually agreeable time and place to discuss such layoff.
- 6.2000 When there is to be a decrease in the work force due to school shutdown, reduction in personnel, etc., the following will occur:
- 6.2100 Employees in the W.R.P.O. will be laid off and recalled in the following order:
- 6.2110 Probationary employees within the affected unit will be laid off first on a district-wide basis, provided the remaining seniority employees in the unit can perform the available work.
- 6.2120 Seniority employees in the affected unit will be laid off on a district-wide basis according to date of hire and seniority within the unit, provided the remaining employees in the unit can perform the available work. Laid off employees will be recalled in reverse order.
- 6.2130 The Board will give twenty (20) work days notice of layoff to any paraprofessional affected except when circumstances limit advance knowledge to less than twenty (20) work days, in which event notice will be given as early as possible.
- 6.2200 When an employee is removed from a position as a result of reduction in personnel/ he/she shall be allowed to apply via seniority for available positions created by the layoff of staff, said positions to be determined by the employer.
- 6.2300 Employees will be recalled as provided in this Article. Notice of recall, via certified mail, shall be sent to the employee at his/her last known address. If an employee fails to report for work within ten (10) days from date of mailing of the notice of recall, unless the employer grants an extension in writing, he/she shall be considered a voluntary quit.
- 6.2400 Employees recalled to work following layoff within the period set forth in Section 6.2300 of this Article shall be credited with any unused sick leave earned and accumulated (if applicable) as of the time of the layoff.

ARTICLE 25: DURATION OF AGREEMENT

25.1000 TERMINATION CLAUSE

- 25.1100 This contract shall be in full force and effect from July 1, 1999 through June 30, 2002 and shall continue in full force and effect unless written notice of desire to cancel or terminate such contract is served by the School Board or the Willow Run Paraprofessional Organization upon the other at least sixty (60) days prior to the date of expiration.
- 25.1200 It is further provided that where no such cancellation or termination notice is served and the School Board or the W.R.P.O. desire to continue such Work Policy, but also desire to negotiate changes or revisions in this contract, either may serve upon the other a notice at least sixty (60) days prior to June 30, 2002 or June 30 of any subsequent contract years advising that such contract is to be continued but that negotiations are requested to change specified terms or conditions of such agreement.

25.2000 RETROACTIVITY

- 25.2100 Wages, insurance and annuity benefits shall be retroactive to the beginning of the duration of this agreement.

ARTICLE 24: SPRING/SUMMER TEMPORARY EMPLOYMENT

- 24.1000 When bargaining unit work is available during the spring or summer, those paraprofessionals regularly assigned to the class or program shall be continued in the position. If there is additional work or if the regular employee does not wish to work, bargaining unit members will be notified in writing of the available work.
- 24.2000 If no bargaining unit member wishes to work, or is qualified to fill the assignment, temporary help may be hired.

- 6.2500 Bargaining unit employees recalled to full time work for which they are qualified shall be obligated to accept said work. Failure to do so will be considered a voluntary quit. However, if the position that the employee is being recalled to is not comparable, in terms of hours, to what the employee had before he/she was laid off, he/she shall not be obligated to accept the position. Refusal of a position that is not comparable will not jeopardize an employee's position on the recall list, nor his/her rights to recall.
- 6.2600 If a bargaining unit employee is recalled to a different position from which s/he was laid off, the employee's immediate Supervisor and/or Director and the paraprofessional will work together in identifying critical skills needed for successful performance in the new position. The Supervisor and/or the Director may recommend various workshops, conferences, etc. which would be of aid to the paraprofessional in the development of such critical skills as identified. If it is jointly determined that any staff development activities are required to develop the identified skills, the Board will pay the entire cost of the staff development activities.
- 6.2700 Right of recall shall be limited to the member's seniority within the unit, not to exceed five (5) years.

ARTICLE 7: TRANSFERS

7.1000 Employees may be involuntarily transferred. Involuntary transfers shall be governed by seniority and qualification and will be made only in case of emergency, as determined by the Board of Education, or to prevent undue disruption of the instructional program. The Superintendent or his/her designee shall notify the affected administrator and the Unit's president of the reasons for such transfers.

23.3200 An attempt will be made to schedule the period at a mutually agreeable time that is midway through each half day of work.

23.4000 CALENDAR

23.4100 Scheduled workdays for paraprofessionals shall be the same as teachers.

23.4200 Each school year, all paraprofessionals shall attend:

23.4210 A blood-borne pathogens training session (additional 1 hour required);

23.4220 Open House (additional 3 hours required); and

23.4230 the Welcome Back Breakfast (additional one-half hour required).

23.5000 WORK DAY

23.5100 The standard workday for paraprofessionals shall be six and one-half (6.5) hours. Management reserves the right to post positions with alternative work schedules (i.e., alternative numbers of days and/or hours).

ARTICLE 23: WORKING CONDITIONS

23.1000 LUNCH

23.1100 Employees shall have a duty-free lunch period to be taken at the same time as the students in the classroom to which the employee is assigned or during the regularly scheduled lunch period of the instructional staff. The time of the employee's lunch period and its duration shall be determined by the director of the program to which the employee is assigned with a minimum time allowed of thirty (30) minutes. In extreme emergencies the building administrator may request that the employee be assigned duties not directly related to the regularly designated classroom and/or program.

23.2000 DUTIES

23.2100 The employee's duties shall include all those related to the given classroom and/or program to which the employee is assigned. In extreme emergencies the building administrator may request that the employee be assigned duties not directly related to the regularly designated classroom and/or program. Should these additional duties be assigned for more than three (3) consecutive days, the affected employee shall be granted an immediate hearing as outlined in Section 3.5000 of this Agreement.

23.2200 If substituting in a certified teacher's position and said substitution interferes with the employee's regularly scheduled day, the employee shall receive reimbursement for such time at his/her regular hourly rate plus an additional premium of \$5 per hour.

23.2300 A Head Start support paraprofessional who is assigned to substitute for a Head Start lead teacher paraprofessional will be paid at his/her regular hourly rate of pay, plus an additional \$7.50 per half day.

23.2400 The provisions of this Section (23.2000) will be reviewed at the end of each school year and may be changed upon mutual agreement of both parties.

23.2500 No paraprofessional shall be asked, directed, or expected to transport any student in his/her own vehicle for whatever reason or cause.

23.3000 RELIEF PERIODS

23.3100 All employees who work a normal workday (six hours) shall be entitled to two (2) relief periods of fifteen (15) minutes duration per day. Employees working less than the normal workday shall be entitled to at least one (1) fifteen (15) minute period per day.

ARTICLE 8: VACANCY/JOB POSTING

8.1000 VACANCY

8.1100 A vacancy is an unoccupied position that the administration has determined to fill.

8.1200 Vacant bargaining unit positions may be filled on a temporary basis to avoid undue disruption to the program. Positions filled on this basis will be posted according to Section 8.3000 of this Article.

8.1300 In the event it becomes necessary to create a new job within the current bargaining unit or to increase the number of existing positions, the job will be posted. Bargaining unit members will have the first right to be placed within these positions, provided the member is the most qualified for the position and provided placement in these positions by an applicant outside the bargaining unit does not prohibit the recall of a laid off bargaining unit member.

8.1400 Any positions, which are filled by a temporary employee, will be done so on a temporary basis. If the time period for temporary employment reaches sixty (60) days, the position will be considered a permanent one, and the person occupying the position will be accreted into the bargaining unit.

8.1410 It is understood that at the end of thirty (30) days after accretion into the bargaining unit, the individual will be evaluated, and again prior to the end of sixty (60) days after accretion.

8.1420 It is further understood that the first sixty (60) days served as a temporary employee will be counted, however, toward the employee's seniority.

8.2000 DISPLACED PARAPROFESSIONALS

8.2100 Paraprofessionals displaced at the end of the school year will each be invited to attend a meeting with the Director of Human Resources or his/her designee, to be held on the first Monday in August. Each paraprofessional will be scheduled in order of seniority. The Union will be allowed representation at the meeting. At the meeting, the paraprofessional will be provided with job descriptions, which have been mutually developed by the Union and the Administration, for all available vacancies. The paraprofessional will then be allowed to designate his/her preferred available vacancy. The vacancy shall be filled by the most qualified applicant.

ARTICLE 22: DISCIPLINARY PROCEDURES

- 8.2110 Qualifications shall be defined as employment record, prior training and/or education, experience, skills related specifically to the needs of the particular student(s), and skills related to the job.
- 8.2120 Any further qualifications shall be mutually developed between the President of the Association and the appropriate administrator(s) as determined by the school district.
- 8.2200 Vacancies remaining after displaced paraprofessionals have been placed will be posted in accordance with Section 8.3000 of this Article. A copy of the posting will be made available to the President of W.R.P.O. within two (2) working days of the assignment meetings outlined above.
- 8.3000 JOB POSTING
- 8.3100 Job vacancies will be posted for a period of five (5) working days in a conspicuous place in each building, setting forth the minimum requirements for the job. A notice of each vacancy shall be sent to the president of the Association. Employees interested shall apply in writing to the Office of Human Resources within the five (5) working day period. If an employee is selected, he/she shall be notified in writing within five (5) working days after the selection is made.
- 8.3200 When a new classification is established or a vacancy exists in a current classification, bargaining unit members will have the first opportunity to apply for and be placed in that classification, provided the member is the most qualified applicant as determined using the process described earlier in this Article. Vacant positions that are posted will first be offered to bargaining unit members who previously held the position and were involuntarily transferred due to program cuts. If more than one member is eligible, seniority will prevail.
- 8.3300 New employees will not be hired to fill any vacant positions for which laid off employees may be recalled.
- 8.3400 An employee will be awarded the position for the remainder of the school year in which the position is awarded. This time will be considered a trial period to determine: 1) his/her desire to remain on the job; and 2) his/her ability to perform the job during this trial period. Following the trial period, if the employee wishes reassignment, the employee may request their rights as defined in Article 7 (Transfers). During the trial period, the employer reserves the right to reassign the employee to an open position.
- 22.1000 Dismissal and/or any other disciplinary action with respect to bargaining unit members shall be only for reasonable and just cause with employees having the right to defend themselves against any and all charges.
- 22.2000 Progressive discipline will be followed except in cases that warrant immediate dismissal/ suspension (acts of a serious nature; i.e., violation of state licensing policy, sexual harassment, etc.).
- 22.3000 The following steps shall be considered as progressive discipline:
- 22.3100 Verbal warning.
- 22.3200 Written warning that is added to personnel file. The employee will have the opportunity to respond in writing to the warning.
- 22.3300 Letter of Reprimand that is added to personnel file. The employee will have the opportunity to respond in writing to the reprimand.
- 22.3400 Suspension without pay that is added to personnel file.
- 22.3500 Dismissal.
- 22.4000 Any employee may be disciplined pending investigation. The employee shall have the right to appeal such action under the grievance procedure by instituting the grievance at the proper step.
- 22.5000 Management shall notify the employee of the action taken and the reasons for such action in writing. The Unit president will be notified that a disciplinary action has taken place.
- 22.6000 The disciplined employee will be allowed to request a review and discussion meeting with the appropriate administrator and may request that the Unit president or a member of the Unit's executive board as designated by the president be present.

ARTICLE 21: NO STRIKE CLAUSE

21.1000 The unit agrees that no work stoppage will be condoned, authorized, or undertaken by its members within the life of the contract and that any member or members engaging in any concerted work stoppage authorized or unauthorized by the W.R.P.O. in the Willow Run School District will be subject to discipline up to and including discharge.

8.3500 If an employee is reassigned to an open position by the employer because of unsatisfactory performance, he/she shall have the right to discuss the matter with his/her administrator; and upon his/her written request he/she will be given written reason for the action. The matter then becomes a proper subject for a written grievance as in the Grievance Procedure.

ARTICLE 9: EVALUATION PRACTICES

- 9.1000 All newly hired paraprofessionals will be evaluated at the end of their first thirty (30) calendar days of employment and prior to the end of the probationary period (sixty (60) working days). After the probationary evaluation, further evaluations will be completed annually by the building administrator. Each evaluation shall be preceded by at least one (1) observation of the employee; said observation to be not less than thirty (30) consecutive minutes duration. The evaluations will be reviewed, approved and signed by the director of the program. All annual evaluations will be completed by May 31. All evaluations shall be recorded on a standard form mutually agreed upon between the Association and the Board. Paraprofessionals who change positions during their probationary period shall not be required to start a new probationary period.
- 9.2000 A paraprofessional transferred to an assignment in a program other than that in which he/she had previously been assigned will be evaluated thirty (30) calendar and sixty (60) working days following reassignment and at the time of the annual evaluation. If the reassignment takes place after the beginning of the second semester of school, the paraprofessional will still be evaluated at thirty (30) calendar and sixty (60) working day intervals unless either time coincides with the annual evaluation date.
- 9.3000 All evaluations will be typed. A copy will be provided the paraprofessional, the supervising teacher, principal and director. All copies should be signed by the paraprofessional and the administrator evaluating the paraprofessional. The appearance of the employee's signature shall not necessarily indicate agreement with the contents of the evaluation; rather only that the employee has had an opportunity to see the document. When the paraprofessional receives an evaluation from his/her building administrator, s/he will have the right to request and have a meeting with the administrator to discuss the evaluation.

21.6540 The arbitrator's fee and expense shall be divided equally between both parties. Each party shall bear its own expenses in connection with any other costs.

State, County, District or Local laws unless such rights have been specifically altered by this contract.

- 20.6523 He/She shall have no power to establish salary scales or to change any salary rate.
- 20.6524 He/She shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, or rule or any action taken by the Board unless specifically altered by the express terms of this Agreement.
- 20.6525 He/She shall have no power to interpret State or Federal law.
- 20.6526 If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator may hear the entire case but must specifically rule as to the arbitrability of the grievance in his/her formal opinion and shall not be able to act on the merits of the case if the issue is not arbitrable under this contract. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- 20.6527 Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- 20.6528 Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- 20.6530 The decision of the arbitrator, if within the scope of his/her authority as above set forth, shall, subject to judicial review, be final and binding on both parties.

ARTICLE 10: FRINGE BENEFITS

10.1000 Upon completion of the probationary period of sixty (60) working days, as outlined in Article 4, employees shall be eligible for the following fringe benefits:

10.1100 SICK LEAVE

10.1110 One (1) sick leave day per month for employees working an average of twenty (20) hours per week or more. Employees will be granted five (5) of his/her ten (10) allotted sick days at the beginning of the first and second semester. For full year employees receiving twelve (12) sick days, six (6) would be granted the start of each semester. There is no waiting period for this sick leave benefit.

10.1120 Upon termination of the employee, any advanced sick days used that the employee has not "earned" will be deducted from his/her final paycheck.

10.1130 Perfect Attendance Bonus - Paraprofessional employees working twenty (20) hours per week or more will receive a bonus at the end of each semester that the employee has a perfect attendance record in the amount of \$50.

10.1140 Emergency leave can be arranged as needed from the sick leave allocation.

10.1150 Paraprofessionals may accumulate sick leave up to seventy-five (75) days.

10.1160 Upon termination of employment for any reason except just cause, the employee will be paid at his/her regular hourly rate for those accumulated unused sick days up to a maximum of twenty (20) days.

10.1200 TERM LIFE INSURANCE

10.1210 The district will provide at no cost to the bargaining unit member \$10,000 of term life insurance on a twelve (12) month basis for all employees working twenty (20) or more hours per week and \$5,000 term life insurance for employees working 10 to 19 hours per week, also on a twelve (12) month basis. There is no waiting period for this benefit.

10.1220 Beginning with the 2000-01 school year, the district will provide at no cost to the bargaining unit member \$30,000 of term life insurance on a twelve (12) month basis for all employees working twenty (20) or more hours per week and \$15,000 term life insurance for employees working 10 to 19 hours per week, also on a twelve (12) month basis. There is no waiting period for this benefit.

10.1300 HEALTH CARE

10.1310 The employer shall contribute \$225 per month of the single subscriber health premium to all paraprofessionals working twenty (20) hours or more per week and electing health coverage. The employer retains the right to terminate the coverage should the employee fail to comply with the payment schedule. All coverage is subject to the rules, limitations, regulations, and requirements of the insurance carrier.

10.1320 Beginning with the 2000-01 school year, the employer agrees to pay the cost of the full family health insurance premium for all paraprofessionals working twenty (20) hours or more per week and electing health coverage for the duration of this agreement. All coverage is subject to the rules, limitations, regulations, and requirements of the insurance carrier. The insurance will be BC/BS Community Blue Option 1.

10.1330 ANNUITY

10.1331 Bargaining unit members who are eligible for the health coverage contribution of \$225 per month but elect not to access health benefits shall receive an employer-paid annual monthly annuity in the amount of \$120 per month.

10.1332 Beginning with the 2000-01 school year, bargaining unit members who are eligible for health insurance but elect not to access health insurance coverage shall receive an employer-paid annual monthly annuity in the amount of \$200 per month.

10.1400 Beginning with the 2001-02 school year, the district will provide at no cost to the bargaining unit member:

10.1410 long term disability insurance, which will provide 70% of the employee's bi-weekly gross compensation, to a maximum of

21.6410 If the grievance is not settled at Step 3, the representative shall cause to have forwarded, within (3) working days, such grievance in writing to the Office of the Superintendent of Schools. The Superintendent or his/her designated representative shall, within ten (10) working days, arrange for a meeting with the representative and employee in an effort to settle the grievance.

20.6420 The Superintendent or his/her designated representative shall render a written answer on the grievance to the representative and employee within ten (10) working days after the occurrence of the Step 4 meeting.

20.6500 STEP 5

20.6510 In the event the Association is not satisfied with the disposition of the grievance at Step 4, and it shall involve an alleged violation of a specific Article and Section of this Agreement, it shall within ten (10) working days after the decision is reached at Step 4, notify the employer in writing, through the Superintendent, of its intent to arbitrate. Failure to so notify within said period shall be deemed an abandonment of the grievance. Within twenty (20) working days after the above notification, the Association must file its appeal with the Superintendent of Schools. Failure to file within the twenty (20) working day period shall be deemed an abandonment of the grievance.

20.6520 The arbitrator so selected will confer with the parties, hold hearings promptly, and will issue his/her decision as soon as possible from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. Powers of the arbitrator are subject to the following:

20.6521 The arbitrator shall have no power to alter, modify, add to, or subtract from the provision of this Agreement.

20.6522 His/Her authority shall be limited to deciding whether a specific Article and Section of the Agreement has been violated and subject to, in all cases, the rights, responsibilities and authority of the Board under the Michigan General School Laws or any other National,

20.6210 If the dispute is not settled in the meeting at Step 1, the representative shall, within three (3) working days, cause to have the dispute reduced to writing in the form of a grievance, using the approved grievance form, which shall be presented to the employee's principal by the representative. Written grievances as required herein shall contain the following:

20.6211 It shall be signed by the grievant or grievants and the representative. If the grievance is filed by the Association, it shall be signed by the President or his/her designee.

20.6212 It shall state the specific Section or Subsection of the contract alleged to be violated.

20.6213 It shall state the action of the employer giving rise to the alleged violation to the best of the employee's knowledge.

20.6214 It shall contain the date of the alleged violation to the best of the aggrieved employee's knowledge.

20.6215 It shall specify the relief requested.

20.6220 The principal/director shall, within five (5) working days from the date and the time of receiving such written grievance, issue in writing to the representative and grievant his/her answer and decision on the grievance filed.

20.6300 STEP 3

20.6310 If the grievance is not settled at Step 2, the representative shall cause to have forwarded, within three (3) working days, such grievance in writing to the Director of Human Resources. The Director shall, within five (5) working days arrange for a meeting with the representative and the employee involved, in an effort to settle the grievance.

20.6320 The Director of Human Resources shall render a written answer on the subject to the representative within five (5) days after the occurrence of the Step 3 meeting.

20.6400 STEP 4

\$2,000. The LTD shall have a waiting period of 30 calendar days;

10.1420 dental insurance that provides 60% cost in Class I and II and orthodontic rider 0-3;

10.1430 and VSP-1 vision insurance.

10.1500 "ACT OF GOD" DAYS

10.1510 Paraprofessionals shall be granted "Act of God" days as any other Willow Run employee with no waiting period before such days take effect.

10.1600 LONGEVITY PAY

10.1610 A paraprofessional shall receive a lump sum longevity payment on or before July 1 following completion of years of service as follows:

10.1611 \$150 after 10 years of service

10.1612 \$225 after 15 years of service

10.1613 \$300 after 20 years of service

10.1614 \$375 after 25 years of service

10.1615 \$450 after 30 years of service

10.1616 \$525 after 35 years of service

10.1617 \$600 after 40 years of service

10.1620 A year of service shall be defined as a school year during which the paraprofessional has worked on at least 80% of scheduled workdays.

ARTICLE 11: SICK DAYS

11.1000 NUMBER OF HOURS DETERMINING SICK DAYS

11.1100 Five (5) hours or more on a regular basis shall constitute a workday for full time employees. Less than five (5) hours shall constitute a workday for part time employees for sick day purposes. Employees working less than twenty (20) hours per week will receive benefits on a prorated scale.

11.2000 USAGE OF SICK DAYS

11.2100 Sick days are provided as an insurance of regular pay during periods of illness when in the employ of the District and may be used for:

11.2110 Incapacity to report for and discharge duties.

11.2120 Providing care for a member of the immediate family who is ill, when no other immediate arrangements are possible. Immediate family shall be defined as spouse, child, mother, father or sibling. Time beyond two (2) days is subject to administrative review and determination.

11.2130 Emergency or visits to a clinic that cannot be scheduled after the regular workday.

11.2200 A part of a half day (1/2) can be used for such things as doctor or dentist appointments, but must have prior approval from the Building Principal where applicable or the Program Director when not assigned to an elementary or secondary building. However, if you are to be paid for this missed time, it must be made up within five (5) working days.

11.3000 FUNERAL DAYS

11.3100 Each paraprofessional will be granted five (5) days funeral leave. These days are to be deducted from the individual's sick bank.

11.3200 If upon the death of a member of the immediate family only, and if the employee's sick bank is exhausted, the employee may, on request to the Director of Human Resources, receive up to three (3) additional paid days for this purpose.

ARTICLE 20: GRIEVANCE PROCEDURE

20.1000 A claim by an employee, group of employees, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, shall be deemed a grievance under this Article and will be subject to the grievance procedure hereinafter provided.

20.2000 The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be altered or extended only by mutual consent of the parties in writing. In the event that the Association fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the employer's last answer. In the event that the employer shall fail to supply the Association with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal to the next step with the time limit for exercising said appeal commencing with the expiration date of the employer's grace period for answering.

20.3000 All specified time limits herein shall consist only of workdays within that group classification except that grievances filed by ten (10) month employees will continue to be moved through the grievance procedure during the summer months.

20.4000 Each grievance must be initiated within five (5) working days of the occurrence of the cause for complaint or, if neither the aggrieved nor the Association had knowledge of said occurrence at the time of its happening, then within five (5) days after the Association or the aggrieved becomes aware of the cause for complaint. An Association representative may be present at any step of the grievance procedure. The parties may mutually agree to allow the grievance to be instituted at a higher step than normal.

20.5000 Any employee having a grievance under the terms of this Agreement has an obligation to notify his/her immediate supervisor of the problem and he/she will also notify his/her representative.

20.6000 STEPS OF THE GRIEVANCE PROCEDURE

20.6100 STEP 1

20.6110 Should a dispute arise, the employee involved and the grievance chair representative (hereinafter termed representative) shall meet with the principal under whose authority such dispute arose in an effort to settle the dispute. This meeting is to take place as soon as possible but in no case later than five (5) working days.

20.6200 STEP 2

ARTICLE 19: TRAVEL TIME

19.1000 Employee will be paid for travel time between assignments.

ARTICLE 12: PERSONAL BUSINESS DAYS

12.1000 Full time paraprofessionals shall be allowed up to three (3) days per year for absences of a personal nature. These days must receive prior approval by the supervising administrator. Business days shall be deducted from the employee's sick bank. During the course of the year, extenuating circumstances may require additional personal days. These additional days may be granted, subject to the approval of the Superintendent. These additional days shall also be deducted from the employee's sick bank.

ARTICLE 13: STAFF DEVELOPMENT

13.1000 The Board will reimburse regular, non-probationary employees working twenty (20) hours or more per week the cost for tuition and books for college or vocational courses, up to seventy-five dollars (\$75) a credit hour, when the courses are deemed by the paraprofessional's immediate supervisor to be connected with their responsibilities and performance. Reimbursement shall be subject to the following terms and conditions:

13.1100 Only courses that are clearly deemed to be related to the employee's area of responsibility or other area within the paraprofessional bargaining unit and which are of a direct benefit to the school district shall be approved for reimbursement.

13.1200 No more than six (6) hours per fiscal year shall be approved for any one employee.

13.1300 The reimbursement will be in the form of a loan to the employee. The loan will be forgiven at the rate of thirty-three and one third percent (33 1/3%) per year.

13.1400 If the employee terminates his/her employment with the school district before working three (3) years from the date of the loan, the amount outstanding shall become immediately due and payable. The employee will sign an agreement to this effect. If an employee with ten or more years seniority leaves the employment of the district, however, due to health related reasons, the debt shall be forgiven.

13.1500 Reimbursement shall be made to the employee in two (2) increments. Fifty (50%) of the employee's approved expenses shall be paid to the employee upon proof of registration and the other fifty percent (50%) shall be paid upon proof of successful completion of the course(s) made to the Director of Human Resources.

13.1600 If the employee fails to receive credit for the course, any amount already reimbursed shall become immediately due and payable.

13.1700 In addition, an employee will not be eligible for that portion of tuition and books for which s/he is receiving reimbursement from any other governmental source, including scholarships.

13.2000 The Board will pay the registration cost of conferences, workshops, and in-service sessions and will reimburse the members for other costs incurred for the conference, workshop, or in-service sessions at which the employee was in attendance upon submission of receipts. Payment of such costs is contingent upon prior approval by

ARTICLE 18: RECEIPT OF PAYCHECKS

18.1000 Paychecks will be received in the building where the paraprofessional works.

18.2000 Each paraprofessional shall elect once each year when requested by the administration one of the following pay options with respect to payment of his/her annual contracted salary:

18.2100 twenty-one (21) equal bi-weekly pays; or

18.2200 twenty-six (26) equal bi-weekly pays.

ARTICLE 17: COMPENSATION FOR ADDITIONAL HOURS WORKED

- 17.1000 Subject to administrative approval, W.R.P.O. paraprofessionals working additional hours shall be compensated with either compensatory time or monetary reimbursement as mutually agreed to between the employee and his/her immediate administrative supervisor.
- 17.2000 Paraprofessionals working during the extended-year portion of a District program shall be compensated at their regular rate of pay.

the building administrator for conference attendance and conference expenses and with authorization from the Superintendent or his/her designee.

- 13.2100 Approved conferences, workshops, and in-service training sessions that provide SB CEU's will equate to credit hours following the state's formula.
- 13.2200 Paraprofessionals will develop with their immediate supervisor an individual staff development plan which may include: (1) college coursework; (2) conference and/or workshop attendance, outside the district, lasting at least the equivalent of one-half (1/2) workday; or (3) attendance at an in-district paraprofessional in-service at the end of the semester, jointly developed by the administration and the union. The district staff development days, building staff meetings, and the weekly building professional development activities are in addition to the individual staff development plan.

13.3000 IN-SERVICE TRAINING

- 13.3100 An orientation, which shall be exempt from provisions contained in 13.1000 and 13.2000, will be held by the appropriate administrator for all newly hired or established paraprofessionals assigned to new positions within ten (10) working days of their assignment or reassignment date.
- 13.3200 A paraprofessional staff development in-service, which shall be exempt from provisions contained in 13.1000 and 13.2000, will be held each year with input provided through the unit, the appropriate administration representative(s), and the MEA.
- 13.3300 By the end of the first semester of the 2000-01 school year, a joint committee of paraprofessionals and administrators will develop an orientation document.

ARTICLE 14: LEAVES OF ABSENCE

14.1000 LEAVE OF ABSENCE

- 14.1100 An employee may be granted a leave of absence without pay upon written application to the Director of Human Resources and approval by the Board of Education. An application form will be provided by the employer upon request.
- 14.1200 In non-emergency situations, requests shall be made to the Office of Human Resources at least twenty (20) working days in advance of the effective date of the leave. Unpaid leaves may be granted by the Board for the following reasons:
- 14.1210 Illness or injury - personal or members of the immediate family when sick leave is used up.
 - 14.1220 Maternity/Child Care.
 - 14.1230 Military Service.
 - 14.1240 Union Leave for elected Union positions.
 - 14.1250 Educational Leave
- 14.1300 The maximum leave of absence granted shall not exceed twelve (12) calendar months except for Union leave that may be approved for up to two (2) years with the option to request renewal for an additional two (2) years.
- 14.1400 When all Personal Business leave time has been exhausted, the following leaves may be approved by the Director of Human Resources upon written application with appropriate documentation at least ten (10) working days in advance of the effective date of the leave.
- 14.1500 No more than fifteen (15) days may be approved through this procedure. If more than fifteen (15) days are requested, then the request shall require formal Board approval per Section 14.1100 of this Article.
- 14.1510 Settlement of an estate.
 - 14.1520 Wedding (involving the employee).
 - 14.1530 Required court appearance.

ARTICLE 16: MILEAGE

- 16.1000 Paraprofessionals required, in the course of their work, to drive personal automobiles from one location to another shall receive a car allowance equivalent to the reimbursable rate per mile established by the I.R.S. The same allowance shall be given for use of personal cars for other approved business of the District.

ARTICLE 15: WORKER'S COMPENSATION

- 15.1000 All accidents shall be reported to the administration in a timely fashion. If an employee becomes injured on the job during working hours and needs immediate medical attention, it shall be the administration's responsibility to meet the requirements of the Worker's Compensation Act and to arrange for the individual to be transported to a doctor's office or hospital where proper medical attention can be received.
- 15.2000 An employee absent for reasons covered in this Article shall continue to accrue seniority for the duration of his/her illness or injury up to one (1) year.
- 15.3000 The employee, at their option, may use accrued sick leave to supplement the worker's compensation payment in order to continue to receive their regular salary.

14.1540 Union conferences/seminars.

14.2000 TIME LIMIT FOR RETURN TO WORK AFTER TAKING LEAVE OF ABSENCE

14.2100 An employee returns to work under the following conditions:

14.2110 Illness including pregnancy related disabilities: the following day after physician has certified that the employee is able to work.

14.2120 Maternity/Child Care (non-medical): the first day following the termination of the approved leave of absence.

14.2130 Military: sixty (60) calendar days after discharge.

14.2140 Union Leave: two (2) weeks after last day of service.

14.2150 Educational Leave: seven (7) calendar days after the end of the semester.

14.2200 PHYSICAL EXAMINATION BEFORE RETURNING TO WORK

14.2210 The Board shall have the right to request a physical/mental examination by a physician of the Board's choosing before the paraprofessional returns to work. If the Board requests the physical, the Board agrees to pay the fee.

14.3000 JOB SECURITY DURING LEAVE OF ABSENCE

14.3100 MILITARY SERVICE

14.3110 Exceptions to general provisions are as follows:

14.3111 Upon termination of Military Service for any employee who enters into active service in the armed forces of the United States, the Willow Run School Board agrees to abide by the reemployment rights as provided in the Selective Service Act as it now is in effect or may be amended.

14.3112 Time spent on military leave shall count toward seniority upon return to the job.

14.3200 An employee who is unable to work because of personal illness or injury including pregnancy related disabilities and who has exhausted all sick

leave available shall be granted a leave of absence without pay for the duration of such illness or injury, up to one year, and the leave may be renewed each year upon written request by the employee. Failure to request a renewal of the above leave prior to its termination shall be deemed a resignation by the employee.

medical verification that will include an expected date of return. This statement will be submitted within five (5) working days of the eleventh (11th) day.

14.3300 When a full-time employee returns to duty within one (1) year from an extended illness, and if no position in his/her classification is open for such returning employee, the least senior employee in this classification shall be put into the lay-off procedure.

14.3400 JURY DUTY

14.3410 The Board of Education agrees to pay an employee, who is called upon to perform jury duty, the difference between what he/she receives as a juror and his/her wages from the school system.

14.3500 RESERVE DUTY

14.3510 Employees who are in some branch of the Armed Forces or the National Guard shall be paid the difference between their reserve pay and their regular pay with the School Board for a maximum of two (2) weeks per year, provided proof of service and pay is submitted.

14.4000 SENIORITY WHILE ON EXTENDED UNPAID LEAVE

14.4100 A ten (10) day grace period will be provided beginning with the date sick days are exhausted before the employee's seniority date will be adjusted to reflect the absence. The adjustment will occur beginning the eleventh (11th) consecutive day and reflect the total period of unpaid leave from that date forward. Paraprofessionals returning from an unpaid leave shall retain the seniority and benefits accrued prior to the date they began their unpaid leave. Individuals on an approved worker's compensation leave shall continue to accrue seniority for the duration of his/her illness or injury up to one (1) year.

14.4200 If a paraprofessional has prior knowledge of an impending medical leave, it is expected that medical verification will be submitted to his/her immediate supervisor in a timely fashion with application for an unpaid leave processed as described in Section 14.1100 of this Article.

14.4300 Should the paraprofessional exhaust his/her accrued sick leave and reach the eleventh (11th) consecutive unpaid day, because of an unexpected illness, the individual will provide his/her immediate supervisor with

02/03

Tentative Agreement
between
Willow Run Board of Education and Willow Run ParaEducator Organization
December 8, 2003

2.1000 The grievance Chairperson and/or the President/Vice President of the Unit may leave his/her job during normal working hours, without loss of time or pay, to investigate and present grievances. ~~and, in case of~~ **The President of the Unit shall be granted a maximum of two (2) half days a week as needed, to conduct any other Unit business as is deemed necessary by that person, upon having received permission from his/her supervisor or the Director of Human Resources to do so.** It is understood that the President shall always make arrangements with his/her supervisor before leaving the worksite to carry out such activities. Any dispute over such use between the President and his/her supervisor shall be brought to the attention of the Director of Human Resources and a meeting shall be held to resolve the dispute. Alleged abuses by either party of this provision may be considered as proper subject for a special conference.

* *The previous contract language was confusing in that it provided no limit to the amount of time for union business. This new language quantifies the maximum amount of time and provides a mechanism to deal with it if management feels it's being abused.*

Impact on 2003-04 general fund: none

7.2000 [NEW] An emergency under this provision shall be defined as any position for which there is no other available employee to fill due to the financial constraints of the District, a position which needs to be filled on a temporary basis, or a position for which the employee would be better suited than the one s/he currently holds.

7.3000 [NEW] In the case of temporary reassignments, the employee shall be returned to his/her former position when the need for the temporary reassignment no longer exists. In other emergency situations, the employee shall have the right to request return to his/her former position, and such request shall be given serious consideration by the administration. If such request is denied, the administration shall state in writing the reason(s) why such request is denied.

* *The previous contract contained language regarding transferring or temporarily reassigning ParaEducators in "emergency" situations. These new sections clarify what is meant by "emergency," and, in fact, reflect what is already being done.*

Impact on 2003-04 general fund: none

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9.3000 All evaluations will be typed. ~~A copy will be provided the ParaEducator, the supervising teacher, principal and director. All copies should be signed by the ParaEducator and the administrator evaluating the ParaEducator. The appearance of the employee's signature shall not necessarily indicate agreement with the contents of the evaluation; rather only that the employee has had an opportunity to see the document. When the ParaEducator receives an evaluation from his/her building administrator, s/he will have the right to request and have a meeting with the administrator to discuss the evaluation. The evaluating administrator shall meet with the ParaEducator to discuss the evaluation by the May 31 deadline as indicated in section 9.1000. The evaluation should be signed by the ParaEducator and the administrator evaluating the ParaEducator. The appearance of the employee's signature shall not necessarily indicate agreement with the contents of the evaluation, rather only that the employee has had an opportunity to see the document. A signed copy shall be provided to the ParaEducator. The ParaEducator may submit a written response of up to three (3) pages to the evaluation, said response being attached to the evaluation.~~

** This clarifies existing language and brings language regarding employee rights during the evaluation process in line with state statutes (e.g., the Bullard-Plawecki Employee Right-to-Know Act).*

Impact on 2003-04 general fund: none

10.1130 Perfect Attendance Bonus - ParaEducator employees working twenty (20) hours per week or more will receive a bonus at the end of each semester that the employee has a perfect attendance record in the amount of ~~\$50~~ \$100.

** This change is a cost-effective way to provide a greater incentive to improve employee attendance.*

Impact on 2003-04 general fund: \$96

10.1150 ~~ParaEducators may accumulate sick leave up to seventy five (75) days. An unlimited number of unused sick leave days will be allowed to accumulate.~~

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~~10.1160~~ Upon termination of employment for any reason except just cause, the employee will be paid at his/her regular hourly rate for those accumulated unused sick days up to a maximum of twenty (20) days. A ParaEducator upon resignation, retirement or death shall receive the sum of: (a) \$75 per each of the first fifty (50) days of accumulated sick leave; and (b) \$15 per each day of accumulated sick leave beyond the first fifty (50) days.

* *These changes provide the same language for sick leave pay-off as is found in other district contacts (teacher, clerical, and other non-affiliate). Overall, it's cost neutral; if every ParaEducator were to leave today, the total payouts under the old language versus the new language would be nearly identical. What the new language does is shift more of the payout (and therefore the incentive) to those ParaEducators with lots of remaining sick days. For 72% of ParaEducators, the new language actually provides less of a payout. However, the top 28% (that is, those that have hung on to more of their sick days) would get higher payouts. The net result is that the new language is cost neutral, but it provides a greater incentive to hang on to sick days.*

Impact on 2003-04 general fund: none

10.1500 [NEW] A ParaEducator who assumes the role of Head Start Lead Teacher on a permanent basis will receive an additional twenty dollars (\$20) per day for the increased work and responsibilities which are inherent with this position.

* *This new section provides an overdue correction to a flaw in the previous contract. Although the word "Teacher" is used, the Head Start Lead Teachers and the Head Start Support Teachers are all ParaEducators. A Lead and Support person work side by side, with the Lead taking on far more responsibility. When a Lead is absent and the Support takes over, the Support person receives \$20 per day because of the additional responsibility. But the Lead has never had any additional stipend in recognition of the added responsibility that she has all year long. In other words, a Support person subbing for a Lead person was getting paid more than the Lead person herself. This language corrects that discrepancy. There is no impact on the general fund, because 100% of the stipend for the Head Start Lead Teachers is covered by the Head Start grant.*

Impact on 2003-04 general fund: none

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13.3300 By the end of the first semester of the ~~2002-03~~ 2003-04 school year, a joint committee of ParaEducators and administrators will develop an orientation document.

* *The work of this committee is not yet finished, so the provision establishing it has been extended.*

Impact on 2003-04 general fund: none

13.4200 The district agrees to provide up to a \$500 stipend per calendar year to ParaEducators to offset the cost of course work taken to meet the Federal requirements. The stipend will be limited to a maximum of \$1,500 over a 3-year period including the calendar years 2003, 2004, and 2005. All requests for reimbursement must be approved yearly, prior to the ParaEducator beginning a course of study. Payment will be made upon the successful completion of course work with a passing grade of C or better. Acceptable written documentation from the educational provider is required for reimbursement. **If Federal or State mandates change to require all ParaEducators to fulfill the Title 1 or similar requirements as a condition of their employment, the District will implement the above provisions to assist the ParaEducators in fulfilling these requirements.**

* *There are rumors floating around that the Title 1 requirements may be extended to all ParaEducators. To cover that possibility, this new sentence was added to the appropriate section. Even if it does happen, the cost to the general fund would be negligible (due to special ed and other categorical funding). In any event, however, we know with certainty that this year's budget will not be impacted.*

Impact on 2003-04 general fund: none

18.2000 Each ParaEducator shall elect once each year when requested by the administration one of the following pay options with respect to payment of his/her annual contracted salary:

18.2100 twenty-one (21) equal bi-weekly pays; or

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18.2200 twenty-six (26) equal bi-weekly pays-or;

18.2300 (new) twenty-six (26) equal bi-weekly pays to be paid in twenty-one (21) installments with a lump sum payment of all moneys due included in the last scheduled payment.

18.3000 ParaEducators hired in mid-year shall be paid their prorated amounts through the option selected.

** This new provision allows for an option that other district contracts allow and, in fact, reflects current practice with ParaEducators.*

Impact on 2003-04 general fund: none

24.1000 When bargaining unit work is available during the spring or summer, those ParaEducators regularly assigned to the class or program shall be continued in the position. If there is additional work or if the regular employee does not wish to work, bargaining unit members will be notified in writing of the available work. **In any program during the spring/summer where ParaEducators are used, this work shall be offered to bargaining unit members.**

24.2000 If no bargaining unit member wishes to work, or is qualified to fill ~~the~~ an available assignment, temporary help may be hired.

** This language change clarifies that if summer-only ParaEducator positions are created, WRMSU ParaEducators should be offered the work before hiring anybody else.*

Impact on 2003-04 general fund: none

25.1100 This contract shall be in full force and effect from July 1, ~~2002~~ 2003 through June 30, ~~2003~~ 2004 and shall continue in full force and effect unless written notice of desire to cancel or terminate such contract is served by the School Board or the Willow Run ParaEducator Organization upon the other at least sixty (60) days prior to the date of expiration.

25.1200 It is further provided that where no such cancellation or termination notice is served and the School Board or the W.R.P.O. desire to continue such Work Policy, but also desire to negotiate changes or revisions in this contract, either may serve upon the other a notice at

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least sixty (60) days prior to June 30, ~~2003~~ 2004 or June 30 of any subsequent contract years advising that such contract is to be continued but that negotiations are requested to change specified terms or conditions of such agreement.

* *These sections indicate that this is a one year agreement.*

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SCHEDULE A
2003-04 PARAEDUCATOR SALARY SCHEDULE

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9
High School Graduate	10,238	11,072	11,829	12,717	13,908	15,635	16,877	17,637	17,990
Child Development Associate	10,597	11,520	12,264	13,171	14,390	16,102	17,315	18,094	18,456
Associate of Arts	10,984	11,955	12,713	13,638	14,858	16,570	17,784	18,584	18,956
Bachelor's Degree	11,798	12,783	13,638	14,503	15,794	17,477	18,776	19,621	20,013
Six Year Master's Degree	12,034	13,051	13,991	14,858	16,077	17,784	19,070	19,928	20,327

NOTE: The addition of Level 9 and the terms of section 10.1500 will be retroactive to August 25, 2003.

** This salary schedule is the same as 2002-03, except for the addition of the 9th Year column, which reflects an increase of 2% over the 8th Year column. The only WRPO employees to receive this (retroactive to the beginning of the school year) are those that have been here more than eight years.*

Impact on 2003-04 general fund: an addition of \$4,164

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SCHEDULE B
2003-04 PARAEDUCATOR HOURLY WAGES
(for computation of compensation for additional hours worked)

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9
High School Graduate	8.26	8.79	9.39	10.01	10.92	11.92	12.88	13.46	13.73
Child Development Associate	8.55	9.15	9.74	10.36	11.30	12.28	13.22	13.81	14.09
Associate of Arts	8.86	9.50	10.10	10.73	11.67	12.64	13.58	14.19	14.47
Bachelor's Degree	9.52	10.15	10.83	11.41	12.40	13.33	14.33	14.97	15.27
Six Year Master's Degree	9.71	10.37	11.12	11.67	12.64	13.58	14.55	15.20	15.50

** This salary schedule simply breaks down the annual salaries listed on the previous page into hourly rates to assist in the computation of additional hours worked. There is no impact to the general fund, because that was already accounted for on the annual salary page.*

Impact on 2003-04 general fund: none

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**Willow Run Community Schools
PARAEDUCATORS**

2003-04 CALENDAR

August	25	ParaEducators Report A.M. – District Breakfast & Building Staff Meetings P.M. – ½ Workday for ParaEducators
	26	District Staff Development
	27	½ Day for Students A.M. – Students (First Day) P.M. – ½ Workday for ParaEducators
	29	Labor Day Weekend – No School
September	1	Labor Day – No School
	2	School Resumes
October	1	Staff Development – No School (ParaEducators report)
November	13	½ Day for Elementary Students (full day for secondary students) A.M. – Elementary Students P.M. – Elementary Parent-Teacher Conferences
	14	Parent-Teacher Conference/Compensatory Day – No School Elementary ParaEducators – Parent-Teacher Conferences Secondary ParaEducators – Compensatory Day
	27-28	Thanksgiving Break – No School
December	1	School Resumes
December January	20- 4	Winter Break – No School
January	5	School Resumes
	19	Martin Luther King Day – No School
	20	½ Day for High School Students (full day for all other students) A.M. – High School Students P.M. – ½ Workday for ParaEducators
	21	½ Day for High School Students (full day for all other students) A.M. – High School Students P.M. – ½ Workday for ParaEducators
	22	½ Day for High School Students (full day for all other students) A.M. – High School Students P.M. – ½ Workday for ParaEducators
	23	Records Day - No School (ParaEducators report)

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January	26	School Resumes
February	20-23- 24	Mid-Winter Break – No School School Resumes
March	18	½ Day for Elementary Students (full day for secondary students) A.M. – Elementary Students P.M. – Elementary Parent-Teacher Conferences
	19	Parent-Teacher Conference/Compensatory Day - No School Elementary ParaEducators – Parent-Teacher Conferences Secondary ParaEducators – Compensatory Day
April	9-18 19	Spring Break – No School School Resumes
May	26	½ Day for Students A.M. – Students P.M. – ½ Workday for ParaEducators
	31	Memorial Day – No School
June	1	School resumes
	9	½ Day for High School Students (full day for all other students) A.M. – High School Students P.M. – ½ Workday for ParaEducators
	10	½ Day for High School Students (full day for all other students) A.M. – High School Students P.M. – ½ Workday for ParaEducators
	11	½ Day for Students A.M. – Students (Last Day) P.M. – ½ Workday for ParaEducators
	14	Last Day for ParaEducators – Final Checkout

The parties agree that the 2003-04 School Calendar shall contain a total of 187 workdays for ParaEducators.

Conference times may be altered as worked out by the building administrator and his/her staff.

Elementary: At least one after-school conference block shall be scheduled each semester.
 Secondary: Two after-school conference blocks shall be scheduled each semester.

* *There are no substantive changes to the calendar.*

Impact on 2003-04 general fund: none

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Summary of Impact on 2003-04 General Fund

2.1000	Time for Union Business	0
7.2000	Definition of "Emergency" when Assigning	0
7.3000	Further Clarification of "Emergency"	0
9.3000	Evaluation	0
10.1130	Perfect Attendance Bonus	96
10.1150	Accumulation of Sick Leave Days	0
10.1160	Sick Day Pay-out	0
10.1500	Compensation for Head Start Lead Teacher	0
13.3300	Orientation Committee	0
13.4200	Possible Future Mandates	0
18.2300	Pay Option	0
18.3000	Pay Option for Mid-year Hires	0
24.1000	ParaEducator Summer Work	0
24.2000	Temporary Summer Work	0
25.1100	Duration of Agreement	0
25.1200	Expiration of Agreement	0
Schedule A	Salary Schedule	4,164
Schedule B	Hourly Wages	0
<u>Appendix C</u>	<u>Calendar</u>	<u>0</u>
Total Impact on General Fund		4,260