

Agreement
between

W.W.A.P.

**Wayne-Westland
Association of Paraprofessionals**

and the
Board of Education
Wayne-Westland Community Schools

JULY 1, 2004 - JUNE 30, 2007

82160
06 30 2007
WWAP
P



Wayne-Westland Community Schools, Westland, Michigan 48185
Gregory J. Baracy, Ed.D., Superintendent

TABLE OF CONTENTS

Article 1	Agreement.....	Page 1
Article 2	Purpose.....	Page 1
Article 3	Recognition.....	Page 1
Article 4	Extent of Agreement.....	Page 2
Article 5	Strikes.....	Page 3
Article 6	Board Rights.....	Page 3
Article 7	Association and Employee Rights.....	Page 3
Article 8	Membership, Fees Payroll Deductions.....	Page 12
Article 9	Working Conditions.....	Page 13
Article 10	Grievance Procedure.....	Page 16
Article 11	Vacancy, Transfer, Promotion.....	Page 18
Article 12	Reduction in Personnel, Layoff and Recall.....	Page 21
Article 13	Work Day, Work Week, Work Year.....	Page 24
Article 14	Vacations.....	Page 27
Article 15	Holidays.....	Page 28
Article 16	Unpaid Leaves.....	Page 29
Article 17	Paid Leaves.....	Page 30
Article 18	Insurance Protection.....	Page 33
Article 19	Compensation.....	Page 36
Article 20	Negotiations	Page 37
Article 21	Duration of Agreement.....	Page 39
Appendix A	Salary Schedule.....	Page 40
Appendix B	Evaluation Instrument.....	Page 41
Appendix C	MERC Resolution.....	Page 43
Appendix D	Part Time Paraprofessionals.....	Page 44
Appendix E	Dual Health Insurance Coverage.....	Page 45

**ARTICLE 1
AGREEMENT**

1.1

This is Agreement entered into by and between the Wayne-Westland Community Schools Board of Education, hereinafter called the "Board" and the Wayne-Westland Association of Paraprofessionals, hereinafter called the "Association".

**ARTICLE 2
PURPOSE**

2.1

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended (Act 379, Public Acts of 1965), to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

2.2

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration or until changed by written mutual consent. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of established Board policies.

2.3

If any provision of this Agreement or any application of this Agreement to any paraprofessional or group of paraprofessionals 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.

**ARTICLE 3
RECOGNITION**

3.1 *Bargaining Unit*

The Board hereby recognizes the WWAP as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for all paraprofessionals who assist in the following areas: Preschool, Compensatory Education, Educable Mentally Impaired, Emotionally Impaired, Physically or Otherwise Health Impaired, Visually Impaired, Trainable Mentally Impaired, Severely Mentally Impaired, Learning Disabled, Adult/Community Education,

Teacher Assistants, Certified Occupational Therapist Assistants, Part Time Paraprofessionals, Registered Nurses AND, and Physical Therapist Assistants.

3.2

All personnel represented by the WWAP in the above defined bargaining unit, unless otherwise indicated hereinafter, shall be referred to as "Paraprofessionals".

3.3 *Bargaining Unit Work*

The duties of any bargaining unit member or the responsibilities of any positions in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement.

3.4 *Employment Status Defined*

The Board and the Association recognize three (3) categories of employees:

- (1) *Full-time* (2) *Part-time* (3) *Probationary*

Bargaining unit work shall be performed only by employees in the following categories:

1. *Full-time*: An employee who is employed at least twenty-five (25) hours per week.
2. *Part-time*: An employee who is employed at least 12 1/2 hours per week but less than twenty-five hours per week.
3. *Probationary*: An employee who is employed to fill a full or part-time position for a trial period of ninety (90) work days.

**ARTICLE 4
EXTENT OF AGREEMENT**

4.1

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in written and signed amendment(s) to this Agreement.

4.2

Any individual contract between the Board and an individual paraprofessional shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

**ARTICLE 5
STRIKES**

5.1
The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike action as said term is defined by the Public Employment Relations Act.

**ARTICLE 6
BOARD RIGHTS**

6.1
The Board of Education retains the sole right and shall have the right to manage and conduct its obligations to the full extent authorized by the laws and Constitution of the State of Michigan and of the United States, subject only to the conditions that it shall not do so in any manner which constitutes an express violation of this Agreement. Without limiting to any extent the generality of the foregoing, the Board of Education shall have the right to promulgate at any time and enforce any rules, policies, and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the School District so long as they are not inconsistent herewith, and any paraprofessional who violates or fails to comply therewith shall be subject to discipline or discharge just the same as if they were set forth in this Agreement.

6.2 *Board Right/Funding*
It is expressly understood by both parties that the manner in which funding is made available for the specific programs for which bargaining unit members are hired, dictates unique Management rights provisions. The Board of Education, accordingly, agrees to communicate to the Association the rationale as to why certain positions were retained and/or terminated.

**ARTICLE 7
ASSOCIATION AND EMPLOYEE RIGHTS**

- 7.1
- A. Pursuant to the Michigan Employment Relations Act, the Board agrees that every paraprofessional shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations.
 - B. The Board agrees that it will not discriminate against any para-

professionals with respect to sex, age, hours, wages, or any terms or conditions of employment.

- C. Nothing contained within this Agreement shall be construed to deny or restrict any paraprofessional rights she may have under the Michigan General School laws or the applicable laws and regulations.

7.2

- A. No WWAP member shall be reprimanded orally or in writing, suspended or discharged without just cause, with the exception of Probationary employees.

- B. Disciplinary action by the Board shall follow a progressive pattern:

1. Oral Reprimand
2. Written Reprimand
3. Suspension (for fixed or indefinite period of time, such period to be stated in the written notice)
4. Discharge (effective date, such date to be stated in the written notice)

Extremeness of action leading to discipline may necessitate commencement of discipline at level other than step(s).

- C. A WWAP member has the right to attach a rebuttal to any written discipline placed in his/her file.
- D. A paraprofessional shall be entitled to have a representative of the Association present when she is being reprimanded, suspended, or discharged. If disciplinary action is going to occur at a given meeting, the employee shall be advised. Should it not be possible to immediately schedule such a meeting with Association representation present, it shall normally be held within two (2) working days.
- E. Disciplinary interviews and reprimands will be conducted in private.
- F. Should it be decided that an injustice has been done in regard to the WWAP member's suspension or discharge, the Board agrees to reinstate him/her and pay for all time lost.
- G. *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. Discipline records dating back more than two (2) years shall be removed from all files and destroyed.

7.3

A. *Files and Records*

A paraprofessional will have the right to review the contents of all records excluding initial references, of the district pertaining to said employee originating after initial hire and to have a representative of the Association accompany her in such a review.

- B. No material, including but not limited to, student, parental or school personnel complaints will be placed in a paraprofessional's personnel file unless the employee has had an opportunity first to review the material. Complaints against the paraprofessional shall be put in writing with the name of the complainants, administrative action taken and remedy clearly stated. The paraprofessional may submit a written notation regarding any material, including complaints and the same shall be attached to the file copy of the material in question.

7.4

- A. Any case of assault upon a paraprofessional shall be promptly reported to the immediate supervisor or his/her designee. The Board shall advise him/her of rights and obligations with respect to such assault and shall promptly render all reasonable assistance to her in connection with the handling of the incident by law enforcement and judicial authorities. In an assault situation, the paraprofessional can expect assistance from any staff member.

- B. All possible assistance and advice will be given an employee involved in or potentially affected by Recipients Right Claims/ Investigations.

7.5 *Student Injury/Board Defense*

In the event of an accident or injury to any student under paraprofessional supervision, the Board will provide all reasonable assistance to the paraprofessional in his/her defense as determined by the Board attorney. The Association will be notified immediately of any potential litigation.

7.6

WWAP members shall not be primarily responsible for the administration of medication, as outlined in the State of Michigan Statute PA 415, Section 1178

and Wayne-Westland Rules and Regulations.

7.7 Use of School Facilities/Equipment

The WWAP and its members shall have the right to use school building facilities pursuant to and consistent with Board policy at all reasonable hours for meetings. Time and location shall be approved by the administration. School bulletin boards and other established school media of communication shall be made available to WWAP and its members. Each paraprofessional shall have access to a mailbox or its equivalent in the building where she is working.

The Association may, with administrative approval, use school equipment including typewriters, ditto machines, and other duplicating equipment normally available in the building. The Association may also use calculating machines and all types of audio-visual equipment at reasonable times when such equipment shall not be removed from school property. The Association shall pay the current cost of all materials and supplies incident to such use.

7.8

The Association shall have the right to use the District mail system and bulletin boards provided that all such Association materials are clearly identified and the Association accepts all responsibility for such material.

7.9 Matters Not Covered by Agreement

It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, can be discussed by the parties. Topics to be discussed must be mutually agreed to by the parties. The parties undertake to cooperate in arranging meetings, selecting representative for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

7.10

The WWAP may, upon application to the Associate Superintendent for Employee Services or his/her designee, be granted up to a total of one hundred (100) hours per fiscal year without loss of pay for its officers to conduct business of its Association during contract negotiation year: Seventy (70) hours per fiscal year during non-contract bargaining years.

7.11

Additional paraprofessional positions not listed in Article 3.1 of this Agreement shall be negotiated with the Association prior to their posting.

7.12

Changes in the working and employment conditions of any bargaining unit member will be discussed with the Association prior to adoption or implementation by the Board.

7.13

Duly elected/appointed WWAP representative shall be permitted to transact official union business on school property. Said business shall not interfere with or interrupt normal school operations. All such representatives shall notify the principal or supervisor of their presence in the building.

7.14

The Board agrees to furnish within timely fashion, all available information requested by the Association concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of paraprofessionals, together with any information which may be necessary for the Association to process any grievance or complaint.

7.15

The Board shall provide the Association with the names and addresses of all paraprofessionals including new hires.

7.16

Special conferences for important matters may be arranged between the Association President and the Employee Services Office or their designated representatives upon request of either party.

If such a meeting takes place during the normal working hours the employee shall receive prior approval from the administration to be in attendance.

Arrangements for special conferences shall be made in advance. Matters taken up in special conferences shall be confined to those included in the agenda.

7.17 *Workshop Fees*

The Employer agrees to pay any fees for paraprofessionals to attend workshops, educational conferences and/or inservice sessions when these are required with their job responsibilities or performance. Payment of fees are contingent upon prior approval by the building administrators and the Associate Superintendent for Employee Services or his/her designee. A conference and/or workshop account of at least \$500 annually shall be made available for paraprofessional use.

Workshops not held during school hours will be voluntary.

The Board shall reimburse the registration fees for conferences, lectures, seminars, etc. in which the Registered Nurses (ADNs) attend to earn the necessary C.E.U. credits to continue their license as a Registered Nurse (AND), provided said conferences, lectures, seminars, etc. are pre-approved by the Board. The employee will not be charged for work time missed to attend such conferences, etc.

7.18 *Medical Tests*

Any medical tests required by the Board of Education after initial employment, shall be paid for by the Board. The reimbursement shall be the difference between the cost of the test, including doctor fees and the amount covered and paid by the paraprofessional's medical insurance.

7.19

Paychecks will be received bi-weekly in the building where the Paraprofessional works or their home base. The last paycheck will be issued in the week after the calendar year has ended.

7.20

Paraprofessionals will not be responsible for administering first aid except in cases of extreme emergency.

7.21

- A. It is part of the paraprofessionals' responsibilities to take students to their bus doors and to assist in their loading. Paraprofessionals may assist students down bus ramps or through bus doors.
- B. In instances when the power ramps of buses are not operating, all available personnel will assist in the loading and unloading of students. If no personnel is available to render assistance or to repair the equipment the paraprofessional should call their immediate supervisor. If the immediate supervisor isn't available they should contact the alternate person for assistance. The immediate supervisor or alternate is responsible for the decision on how to rectify the situation.
- C. In recognition of the difficulties encountered by the loading and unloading of students the Board agrees to make every effort to maintain and repair its equipment in a timely fashion.
- D. Paraprofessionals are to assist cab drivers in placing students into

their cabs. It is the paraprofessional's responsibility to check that the student is secured to the best of his/her ability, if the cab has such security equipment.

- E. No student shall assist a paraprofessional in the loading and unloading of buses.

7.22 *Bathroom and Showering*

- A. A paraprofessional will be given assistance by another staff member for lifting and bathrooming students who are heavy.
- B. Two (2) staff members will do the bathrooming and showering of all male and female students.
- C. Paraprofessionals will assist in both male and female dressing rooms.

7.23

Student volunteers will not normally be used in place of a paraprofessional. Any student volunteer will be the sole responsibility of the certified teacher.

7.24

It is agreed that it is not the paraprofessional's routine responsibility to vacuum or mop floors and clean toilets.

7.25 *Swimming*

- A. The parties agree that the number of students a paraprofessional can handle in swimming sessions will vary according to the type of student involved. Each paraprofessional assigned to swimming will be informed of each of his/her student's performance objectives in swimming and to provide her/him inservice regarding the execution of those program units.
- B. Students will wear life jackets when the paraprofessional works with them in the swimming pool.
- C. If the swimming instructor is absent and the substitute is not certified with a WSI, swimming classes will be cancelled.

7.26

Unless on bus duty or emergency duty, the paraprofessionals' work day will end as per their assigned work schedule.

7.27

The Board will provide all paraprofessionals with a staff director when issued.

7.28

Paraprofessionals may voluntarily attend any staff meeting. If a paraprofessional is required to attend a staff meeting outside of their normal work day they will be compensated per Article 17.7.

7.29

Paraprofessionals involved in special projects such as Special Olympics will have direct input into the planning of such projects.

Before assigning paraprofessional to such functions, the Administration will first ask for volunteers. If not enough paraprofessionals volunteer, the Administration will assign paraprofessionals within the program on a rotating basis, if possible. If the paraprofessional is required to supervise student during their lunch time, the paraprofessional will be paid for such time.

7.30

- A. Adequate travel time shall be allotted paraprofessionals to travel between buildings.
- B. Paraprofessionals who are assigned to two or more buildings in split assignment and who are required to travel between buildings during their normal lunch periods, and such travel time reduces their normal lunch time will be compensated with an addition 4% of the normal contract hourly rate for this loss of time. Said paraprofessionals will not be eligible for mileage reimbursement for such travel.

7.31 *Evaluations of Paraprofessionals*

The ultimate purpose of an effective program of paraprofessional growth is to assure good paraprofessionals. To this end, the following procedure will be used.

- A. There shall be one (1) paraprofessional evaluation instrument as attached to this Agreement in Appendix B. The building supervisor and/or program supervisor is responsible for written evaluations using this instrument.
- B. The supervisor will consult and ask for input from the teacher who works with the paraprofessional.

- C. The supervisor shall orient all paraprofessionals of the evaluation process and instrument.
- D. The supervisors shall evaluate probationary paraprofessionals at least once during the probationary period.
- E. Paraprofessionals will not be required to evaluate other paraprofessionals or other staff members.
- F. The supervisor shall provide each paraprofessional with a mutually signed copy of the formal evaluation. The paraprofessional may submit written statement which will be attached to the file copy of the evaluation in question.
- G. The supervisor shall set forth in specific terms where a paraprofessional may be lacking, as well as an identification of the specific ways in which the paraprofessional is to improve.
- H. All formal evaluations of the work performance of a paraprofessional shall be conducted openly and with her knowledge.
- I. The supervisor may make informal observations of a paraprofessional. Such observations are not to be considered evaluations and are not to be used in the formal evaluation process.
- J. Paraprofessionals shall have formal evaluations in three (3) year cycles. This evaluation cycle may be broken if the paraprofessional or supervisor requests an evaluation.

7.32

Paraprofessionals, at the direction of the Building Administrator/Supervisor, may be included in inservices during Inservice and Record Days or be allowed to work in their rooms.

7.33

It is understood that the paraprofessional's role in the implementation of a student behavioral plan is that of assisting the teacher. It is understood that the teacher in the room has the responsibility for the management and implementation of such plans.

7.34

Classroom or program paraprofessionals for Special Education students will assist Occupational Therapists, Physical Therapists, and Classroom Teachers

in all therapy activities that are necessary for the daily classroom situation. In addition, the Special Education paraprofessionals will help Occupational Therapists and Physical Therapists as needed in lifting students and assisting in evaluations of students.

ARTICLE 8 MEMBERSHIP, FEES, PAYROLL DEDUCTIONS

8.1 *Conditions of Employment*

Paraprofessionals covered by this Agreement shall be required as a condition of continued employment to become members in the WWAP or to pay a an equal initiation/service fee equal to the membership dues in accordance with the By-Laws of the WWAP for the duration of the Agreement and any extensions thereof. This must be done.

8.2 *Failure to Pay Dues/Service Fee*

The employer shall be notified in writing by the WWAP of any paraprofessional in the bargaining unit who is sixty (60) days in arrears in payment of membership dues, or service fees. Paraprofessionals who fail to comply with this requirement shall be released by the employer within thirty (30) days of such notice.

8.3

The Board agrees to notify all new paraprofessionals that the WWAP is the sole bargaining representative for paraprofessionals.

8.4

Any paraprofessional who is a member, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deductions of membership dues in the organization (WWAP) or may authorize deduction for an equivalent service fee. Such written authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct such dues in equal monthly installments from the regular salary of each paraprofessional.

Such deductions shall be made on the first pay of each month and promptly remitted to the Association together with a computer readout of an alphabetical list of paraprofessionals for whom such deductions have been made, categorizing them as to membership or non-membership and indicating any changes in personnel from the list previously furnished.

8.5 *Save Harmless*

As a condition of the effectiveness of this Article, the WWAP agrees to indemnify and save the Board, each individual Board member and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability all court or administrative agency costs that may arise out of or by reason of action taken by the Board for the purpose of complying with section 8.4 of this Article.

8.6

Upon appropriate written authorization from the paraprofessional, the Board shall deduct from her salary and make appropriate remittance for annuities, credit union, saving bonds, United Fund, approved insurance options, or any other plans or programs jointly approved by the Association and the Board.

8.7

The Association will certify, at least annually to the Board, fifteen (15) working days prior to the date of the first payroll deduction for union dues or service fees, the amount of said fees and the amount of the service fees includes only those amounts permitted by the Agreement and by law.

**ARTICLE 9
WORKING CONDITIONS**

9.1

In the absence of a building supervisor, paraprofessionals shall not be held accountable or made responsible for the administration or supervision of the building.

9.2

The Board shall provide adequate rest areas, lounges and restrooms for paraprofessional use.

9.3

The Board shall support and assist paraprofessionals with respect to the maintenance of control and discipline of students in the employee's work area. The Board or its designated representative shall take reasonable steps to relieve the paraprofessional of inordinate responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.

9.4

An employee may use such reasonable procedures as necessary to protect himself/herself and other employees and students from physical abuse or to

prevent injury to another student or property so long as they are not inconsistent with existing legal statutes.

9.5

A Paraprofessional is responsible to the building principal as well as the program supervisor and teacher.

9.6

The employer will provide smocks without cost to the paraprofessionals in the following programs: S.M.I., S.X.I., T.M.I., P.O.H.I., Head Start and Special Education Preschool. The Board will have available for use by paraprofessionals, long-sleeved or short sleeved smocks if, for health and safety reasons, they are requested in writing. A smock will be distributed in the Fall of each year if requested. Once a smock is no longer useable, it will be returned to the supervisor and replaced in a timely fashion. Lost smocks will be replaced at the expense of the employee.

9.7

The WWAP shall represent probationary paraprofessionals, for the purpose of collective bargaining in respect to rates of pay, wages and hours. The probationary paraprofessional shall have the same rights as other paraprofessionals except as modified in this Article.

An employee is a "probationary employee" for the first ninety (90) working 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 of "probationary employees" and no such matter will be subject to the Grievance Procedure. Upon completion of the probationary period, the paraprofessional will acquire seniority from their date of hire.

9.8 *Seniority*

- A. Seniority shall be defined as the length of service within the District after the probationary period as a member of the bargaining unit. Accumulation of seniority shall begin on the effective date of employment after the probationary period has been completed. In the event that more than one individual has the same starting date of work, positions on the seniority list shall be determined by casting lots.
- B. The WWAP shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly in the presence of the WWAP President or his/her designee.

- C. In case of transfers from one WWAP Group to the other, the transferee shall retain her seniority date and shall have her name placed in that Group with the same seniority date.
- D. Each year worked previous to September 2, 1975 contract shall be classified as a full year of seniority, regardless of number of hours worked per day.
- E. Each employee working twenty-five hours or more per week shall be considered full-time and shall receive one (1) year seniority.
- F. WWAP members shall be divided into three groups:
 - Group I:* Student Services and Preschool Paraprofessionals
 - Group II:* General Education and Adult/Community Education Paraprofessionals
 - Group III:* Technical Assistants/Registered Nurses,ADN/ COTA Technicians/Physical Therapist Technicians/Culinary Arts Technicians
- G. Seniority for WWAP members working less than 25 standard hours per week, but at least 12.5 hours per week shall receive 1/2 years seniority for each full year worked. Seniority for part time work done prior to 9/1/80 shall not be credited.
- H. The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District by November 20 with revision and updates prepared and posted thereafter in April of each school year. A copy of the seniority list and subsequent revisions shall be furnished to the Association with an additional forty copies.
- I. Seniority shall be lost by an employee upon termination, resignation, retirement or transfer out of the bargaining unit.

9.9

A certified teacher or a building supervisor shall be on duty at all times during normal working hours.

9.10

A paraprofessional may not be ordered to perform an activity or responsibility if, by so doing, she were to jeopardize her health or safety.

**ARTICLE 10
GRIEVANCE PROCEDURE**

10.1 *Definition*

A claim or complaint by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

10.2 *Hearing Levels*

A. *Informal Level*

When a cause for complaint occurs, the affected paraprofessional shall request a meeting with her immediate supervisor in an effort to resolve the complaint. The union will be notified and representative thereof may be present with the employee at such a meeting. If the employee is not satisfied with the results of the meeting, she may formalize the complaint in writing as provided hereunder. This must be initiated within fifteen (15) days from the date of the incident or the knowledge thereof which gave rise to the grievance.

B. *Formal Level*

If a complaint is not resolved in a conference between the affected employee(s) and her/their immediate supervisor, the complaint may be formalized as a grievance. It shall be submitted, in writing, within five (5) days of the meeting with the supervisor and the employee. A copy of the grievance shall be sent to the union and the immediate supervisor and the Employee Services Department. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant and the Association.

C. *Formal Level II*

If the Association is not satisfied with the disposition of the grievance at Level I or if no disposition has been made within (5) days of receipt of the grievance, the grievance shall be transmitted to the Senior Executive Director of Employee Services or designee. Within seven (7) days after the grievance has been submitted, a representative of the Employee Services Department shall meet with the Association on the grievance. Within five (5) days after the conclusion of the meeting, the Senior Executive Director of Employee Services or his/her designee shall render his/her written decision thereon with copies to the Association and the grievant(s).

D. *Formal Level III*

If the Association is not satisfied with the disposition of the grievance at Level II or if no disposition has been made within the period above provided, the Association may submit the grievance to final and binding arbitration before an impartial arbitrator within thirty (30) days after receipt of the written Level II response. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board for the first three (3) arbitrations of a fiscal year. Thereafter, expenses for the arbitrator shall be paid by the losing party.

10.3

The Association, as its option, may process a grievance via the expedited grievance procedure outlined as follows:

1. The grievance shall be submitted in writing to the Senior Executive Director of Employee Services or his designee. Within five (5) days of submission, a representative of the Employee Services Department shall schedule a meeting with the Association in an effort to resolve the dispute.
2. If the dispute is still not resolved to the Association's satisfaction within seven (7) days of the meeting between the Senior Executive Director of Employee Services or designee and the Association, as above described, the Association may appeal the grievance to final and binding arbitration in accord with the rules of American Arbitration Association.
3. The arbitrator of grievances processed via this process shall have no power to alter, add to, or subtract from, the terms of this Agreement.
4. The fees and expenses of the arbitrator shall be shared equally by the parties.

10.4

Any grievance filed by the Association or initiated by an individual, must be initiated within fifteen (15) days from the date of the incident or the knowledge thereof which gave rise to the grievance.

10.5 Both parties may agree to process a grievance to the American Arbitration Association in accordance with its rules of expedited arbitration.

10.6 *Miscellaneous Conditions*

- A. The term days when used in this Article shall mean work days. Time limits provided in this Article shall be strictly observed but may be extended by mutual agreement.
- B. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- C. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, both the Association and the District agree to abide by the Arbitrator's decision.
- D. For purposes of assisting an employee in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the employer shall permit an employee with an Association representative access to and the right to inspect and acquire copies of her personnel file and any other files or records of the Employer which pertain to the employee or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
- E. An employee who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose, and a substitute provided for her.
- F. All notations, documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

ARTICLE 11
VACANCY, TRANSFER, PROMOTION

11.1

A vacancy shall be placed on the Cabinet agenda within nine (9) work days for Cabinet action. If such a vacancy is to be posted it shall be done within five (5) working days after Cabinet approval in a conspicuous place in each school building or in a notebook of postings, with a copy being sent to the WWAP President.

11.2 *Job Posting*

A. The job posting will be posted for a seven (7) work day period of time. The posting shall contain the following information:

- 1) Type of work (e.g., T.M.I., P.O.H.I., etc.)
- 2) Building
- 3) Rate of pay
- 4) Hours per week
- 5) Minimum Requirements
- 6) Specification of WWAP as a bargaining unit representative
- 7) Special aspects of the job when appropriate
- 8) Contact telephone number to be included on summer postings
- 9) High School Diploma or its equivalent

B. Posting application may not be changed or rescinded after the date and time of the closing of the posting. Any changes prior to this time must be done, in person, by the applicant. After the close of the posting, an applicant cannot refuse a position for which s/he applied.

C. It is the responsibility of the paraprofessional to investigate any position before applying for said position. Once a paraprofessional applies for a posted position and receives the assignment, the paraprofessional shall remain in the assignment for one calendar year. The "one year rule" can be waived if mutually agreed to by the Board and the Union.

D. *Summer Posting*

The first posting for positions for the ensuing school year will adhere to the language in 11.2 A., B., and C.

The second posting done in August will first go through the process outlined in 11.2. Then, if there are any unassigned WWAP members, the Board will attempt to contact and offer any open positions available at the time of contact for which they are qualified.

This placement of unassigned paraprofessionals shall follow on the basis of seniority.

WWAP members taking positions under these circumstances will not be held to the one year requirement in the position as they did not apply for the position taken.

11.3

- A. All vacancies approved for placement by the Cabinet for which bargaining unit members apply normally will be filled the day following Cabinet action unless the Employee and the Board agrees to an extension.
- B. Members of the bargaining unit returning from leave will not be placed in a position until the day following their approval by the Board of Education. If this member has been substituting in the position which the Board approves, the employee will receive retroactive wages based on the proper salary scale.

11.4

- A. If no bargaining unit member applies for a posted position, the position may be given to a person who has applied, not in the bargaining unit, or the vacancy may be taken back to Cabinet and follow the procedures outlined in 11.2 and 11.3 above.
- B. If a non-bargaining unit member is approved by the Cabinet, the effective date of hire will be the day determined by Cabinet action. The duration of time for this process to occur will not exceed 25 days under normal conditions. The new hire will be placed on the Entry Level step of the salary schedule upon the effective date of hire.

11.5

During the summer months postings will be sent to the Association President and office. The position(s) will also be placed on the bulletin board in the Employee Services Office.

11.6

All qualifications being equal as outlined in the posted job description, seniority shall prevail in filling posted positions.

11.7

Involuntary transfers from one program or building to another are to be avoided whenever possible. The Superintendent or his designee may transfer paraprofessionals from one program or building to another with just cause and with five days notice. The five day notice may be waived if agreed upon by the parties. The Association shall be informed of the transfer, together with its reason and the time it is to occur.

11.8

A paraprofessional who is involuntarily transferred shall not receive a lower hourly pay rate due to such transfer.

11.9

A paraprofessional shall neither be asked to oversee a classroom in the absence of a substitute teacher, nor be required to assume for an extended period of time the duties of a teacher except during IEP's which cannot be scheduled during conference time, teacher lunch time, teacher breaks and consultation time with teachers, psychologists and social workers which cannot be scheduled during the teacher's preparation time.

In addition, if a teacher is scheduled for an IEP during his/her planning period and this meeting extends beyond the planning time, the paraprofessional may be required to assume temporarily the teacher's duties, but not to exceed sixty (60) minutes which include the time of the preparation period.

11.10

If a vacancy or additional technical assistant positions occur, they shall be posted. Preference will be given to WWAP members on the basis of seniority, if the applicant(s) qualify under the posting qualifications.

11.11

In the foreseeable future, all postings and hiring will be done through the Employee Services Division.

11.12 *Summer Work*

Summer work in the SXI/SMI and P.E. Aquatics Programs shall first be offered to the highest seniored applicants that are working within those programs. Any remaining open positions shall then be offered by seniority to qualified applicants.

Whenever selective certification(s) are required within a position, the employee must have the necessary credentials, or be otherwise qualified within the required certification(s).

ARTICLE 12 REDUCTION IN PERSONNEL, LAYOFF AND RECALL

12.1

Layoff shall be defined as a necessary reduction in the work force, beyond normal attrition due to a shortage of funds or decrease of work.

12.2

No Paraprofessional shall be laid-off pursuant to a necessary reduction in the work force unless said paraprofessional has been notified of said layoff at least twenty (20) calendar days prior to the effective date of such layoff.

12.3

The Board shall first layoff probationary paraprofessionals, then the least senior employees in the WWAP.

In no case shall a new paraprofessional be hired by the Board while there are laid off paraprofessionals unless they have been offered the position in question or the paraprofessional does not qualify for it.

12.4

A paraprofessional who is laid off or 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 paraprofessional'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.

12.5

Notice of recall will be sent by certified or registered mail to the paraprofessional's last known address. Such notice will state the place, time and date on which the paraprofessional is to report to work. It is the employee's responsibility to keep the Employee Services Office notified as to her current mailing address. A paraprofessional will have five (5) calendar days to accept recall. The Board may fill the position in the meantime.

Paraprofessionals recalled to work are obligated to take said work. A paraprofessional who declines or who fails to respond within five (5) days of notice of recall shall forfeit her seniority rights and be terminated.

12.6

A paraprofessional on layoff will retain recall rights for a period of one (1) year, if their accumulated seniority is one (1) year or less at the time of layoff. If their accumulated seniority at time of layoff is over one (1) year they will have recall rights for a period of time up to the amount of accumulated seniority. In no event, however, will recall rights exceed three (3) years. Any employee on

layoff who exceeds these timelines shall lose her seniority and any further rights under this Agreement.

12.7 *Placement of Paraprofessionals Not Laid Off*

A. In the event layoffs occur or paraprofessional positions are eliminated the following process shall be implemented:

1. In order to determine a paraprofessional displaced from an affected building as a result of needs assessments, the paraprofessional(s) with the least district-wide seniority from the building in the affected category (Group I, Group II, Group III) and program shall be displaced.
2. All open positions created as a result of layoffs, resignations, terminations, and new positions shall be listed and filled in August by paraprofessionals in the bidding pool after the posting procedure agreed to in Article XI.
3. The placement of unassigned paraprofessionals shall then follow on the basis of seniority. Preference of assignment shall be given on the basis of seniority.
4. A WWAP member who has never worked in Group I will be allowed to take a voluntary leave of absence for up to one year in duration rather than taking a position in Group I. This leave will be terminated upon the availability of a position in group II or III for which the employee on leave is qualified. If said employee refuses to return to work, s/he shall be terminated.

B. *Subsequent Openings*

1. Any vacancy subsequent to those described and processed in 12.7 (A) above and occurring in a program and building from which a paraprofessional has been displaced shall first be offered to the most senior paraprofessional who may have been displaced within the previous twelve (12) months from that program and building unless the displaced employee applies and receives a posted position.
2. New or additional positions shall be posted and filled under Article XI.
3. Laid off paraprofessionals shall be recalled in reverse order of layoff-- with the most senior being recalled first.

4. A laid off WWAP member who has never worked in Group I will be allowed to take a voluntary leave of absence for up to one year in duration rather than taking a position in Group I. This leave will be terminated upon the availability of a position in group II or III for which the employee on leave is qualified. If said employee refuses to return to work, s/he shall be terminated.
- C. An employee returning from a leave of absence effective the beginning of the first semester shall be treated as a displaced paraprofessional on staff, with full seniority rights.

12.8 *Seniority in the Event of Layoff*

Any paraprofessional who is laid-off and later rehired or recalled shall not lose previously accumulated and credited seniority.

12.9

If a room is disbanded or a position eliminated after the opening date of school, the paraprofessional in that assignment shall be displaced to the first available opening in her/his category (I, II, III). If no opening is available, she/he shall be displaced to the position held by the least senior paraprofessional in the same category.

12.10

A current WWAP member accepting a Part Time Paraprofessional/Part Time Technical Assistant in lieu of layoff shall continue to receive pay at his/her regular bargaining unit rate. Fringe benefits shall continue as those of a full time paraprofessional for a period of six months after placement into a part-time position. At the end of this six (6) month period, fringe benefits will be as provided for in the contract for part-time employees.

Such employees shall accept the first available full-time position offered. Failure to accept the full-time position shall result in the employee becoming a part-time employee with part-time fringe benefits.

**ARTICLE 13
WORK YEAR, WORK DAY, WORK WEEK**

13.1

The work year for school term paraprofessionals shall be the same as the student school year. Some individual full-time paraprofessional positions may work additional days as determined by the specific program needs.

If scheduled, full-time paraprofessionals will work on two (2) scheduled full Professional Development days held after the students start school.

This article does not apply to Adult/Community Education and Preschool Programs which have alternative starting and ending times as determined by program needs.

The District will review the work year of the paraprofessionals to ensure that enough days are in the schedule for them to accomplish their jobs.

13.2

The normal work week for all employees is Monday through Friday; however, the parties recognize that certain programs may require a different work schedule.

Effective January, 2001, if school is not in session on the Friday before Labor Day, paraprofessionals shall not work and shall not get paid unless they choose to use a personal business day.

It is agreed to use the prior Thursday instead of Friday for the requirement to be in a paid status for Holiday pay as noted in Article 15.1 as it applies to the Friday before Labor Day.

13.3

All paraprofessionals will be entitled to two (2) fifteen (15) minute relief periods per day, one in the morning and one in the afternoon, except that a paraprofessional working part time will receive one (1) fifteen (15) minute relief period if s/he works a minimum of four (4) hours per day.

13.4

- A. Overtime will initially be offered to the paraprofessional for which the work would be assigned if there was time during that person's regular shift. If unable to secure a worker through this means, the overtime will be offered within category and building with the greatest seniority, who is qualified to do the activity. If all employees within the affected category and building refuse overtime, overtime may be offered to other paraprofessionals. within the category by district seniority.
- B. *Temporary Hours in Adult/Community Education*
An increase in work hours which are temporary in nature (four-six weeks) shall be offered to the bargaining unit of assignment on the following basis:

Temporary hours shall be offered to the bargaining unit in the unit of assignment on a rotating basis:

- a. The individual(s) with the least number of weekly hours, shall be given the opportunity to increase them to the maximum then worked by others in that unit of assignment.
- b. If more than one individual is working the least number of hours in that program, preference will be given to the more (most) seniored bargaining unit member. Seniority shall not be credited for temporary hours.
- c. Special Education Bussing shall be rotated and divided within category and within building unless such extra duty is assigned to the paraprofessional who works directly with the Special Education student(s).

13.5

The Board shall provide substitutes for Student Services paraprofessionals to perform the job of the absent paraprofessional. Paraprofessionals will not be responsible for finding their own substitutes. All Student Services paraprofessionals may sign up to perform substitute bus duty in their assigned building. Those paraprofessionals who sign up shall perform substitute bus duty when asked.

13.6

Nothing in this Agreement shall require Board to keep offices--schools and administration--open in the event of inclement weather, or when otherwise prevented by an Act of God. When schools are closed to students, due to the above conditions, paraprofessionals will normally not be required to report to their job assignments and shall suffer no loss of salary. If under the conditions outlined above the paraprofessional is required to work they will be granted compensatory time for such work. If schools are closed, after the start of the normal day, the paraprofessional shall suffer no loss of pay for that day. If she is required to stay she shall receive compensatory time for this additional time.

13.7

Paraprofessionals shall normally be entitled to a duty-free lunch at the location of their choice except for paraprofessionals in orthopedic classrooms and in secondary schools. The duration of this duty free lunch will be determined by the program needs, but in no event, will this break be less than thirty minutes.

Paraprofessionals in POHI classrooms shall receive their afternoon break immediately following their students' regularly scheduled lunch or special session.

13.8 *Recess Duty*

The paraprofessional shall not be required to assume recess duty. The paraprofessional shall not be required to assist the certified teacher during recess duty unless directed by the building administrator.

13.9

All paraprofessionals shall work on EPI, Inservice, and record days when school is in session part of the day.

13.10

The last day of the regular school year shall end with the close of the teachers' day without loss of pay.

**ARTICLE 14
VACATIONS**

14.1

Paraprofessionals shall receive paid vacation time. These vacation days must first be used during the school recesses at Christmas, Mid-Winter Break and Easter. The first six vacation days are to be used during Christmas. The next five vacation days are to be used during Mid-Winter Recess and the remaining four days are to be used at Easter. For employees in the Adult/Community Education Division who are required to work during any of these recess periods, said vacation days may be used at other times during the year, including summer. Employees in the Adult/Community Education Division may work during the Easter Break provided that they notify their supervisor(s) within 20 school days prior to the vacation period and receive their supervisor's approval.

14.2

Upon termination of employment, an employee will be paid for all unused vacation time at her current rate of pay.

14.3

Vacation time shall be earned during the year worked and time to be taken can't be carried over from one (1) year to another. If an employee works only part of a school year the vacation earned will be based on 1/12 of the chart amount for each month worked by 12 month employees and 1/10 of the chart amount for 10 month employees. The employee must work the majority of the work days during a month to count that month.

Paid sick leave shall count toward work days worked during the month.

14.4

The following chart will be used to determine the number of vacation days:

<u>NUMBER OF YEARS</u>	<u>VACATION DAYS</u>
1 st Year	5
2 nd Year	6
3 rd Year	7
4 th Year	9
5 th Year	11
6 th Year	12
7 th Year	14
8 th Year	15

* Twelve (12) month employees will receive three (3) additional days.

ARTICLE 15 HOLIDAYS

15.1

The paid holidays are designated as Thanksgiving Day and the day after, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, Good Friday, Easter Monday, and Memorial Day. In order to be eligible for holiday pay an employee must be on a paid status immediately preceding and proceeding the holiday period. In addition, July 4th and Labor Day will be paid holidays for those employees who work the day before and the day after such holidays.

When one of the holidays falls on Sunday, the 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 a Monday, then December 31st will be celebrated on Friday, December 29th.

Employees who do not work a five day week schedule will receive holiday pay for those holidays, or date a holiday is celebrated, based on the number of hours the employee would have worked on that day.

15.2

Holidays occurring during recess or vacation periods shall not be charged as vacation days against vacation allowance.

ARTICLE 16
UNPAID LEAVES

16.1 *General Conditions*

- A. Requests for leaves of absence shall be sent to the Employee Services Department with a copy to the Supervisor. The request is to include the reason for the leave along with notification of the beginning and ending dates of said leave.
- B. An employee returning from a leave of absence shall be reinstated to the first open comparable position in the same classification she held when the leave began. At least sixty (60) calendar days prior to the date a leave is scheduled to expire, the employee will notify the employer of her intent to return to work.
- C. Seniority shall not accrue for any unpaid leave of absence except military leave. Paraprofessionals returning from unpaid leave shall receive credit for previous seniority.
- D. No experience credit shall be given for any unpaid leave except military leave.
- E. All such leaves shall be without pay or benefits.

16.2 *Unpaid Leaves*

- A. *Military Leave* - A military leave of absence shall be granted to any paraprofessional who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a paraprofessional shall be placed in the same classification and experience level as she would have been had she worked in the District during such period.

Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one year.

Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.

- B. *Union Office* - A leave of absence of up to two (2) years shall be granted upon application for the purpose of serving as an officer of the union, or as an officer in its state or national affiliate.

- C. *Parental/Child Care* - Upon the employee's request a leave shall be granted to an employee within one year of the time she adopts a child, acquires a child by birth or marriage, or assumes the legal responsibility of a family. This leave will be granted for up to one year. An extension of one year may be granted. In the event of the death of the child, the leave may be terminated by the employee with the sixty (60) day notice being waived.
- D. *General Purpose* – An employee who has completed two (2) consecutive years of service to the district as a paraprofessional in the bargaining unit may be granted a general purpose leave for a period of one year, excluding other employment.
- E. *Extended Medical Leave* - Extended medical leaves for personal, physical or mental cause not covered by sick leave or the Sick Bank shall be granted for a period not to exceed one year upon written request of the paraprofessional provided medical verification is also provided.

**ARTICLE 17
PAID LEAVES**

17.1 *General Conditions Illness and Disability*

- A. The Board shall furnish all WWAP members their sick leave credit on their paychecks at the beginning of each school year. This sick leave credit will be prorated if employment is severed before the year is completed.
- B. *Workers' Compensation*
Any employee who is absent because of an injury or disease payable under the Michigan Workers' Disability Compensation Act shall be treated in the following manner:
 1. For the first seven (7) calendar days of such absence, the employee shall be charged sick leave from his/her accumulated account or, if the employee so requests, personal business leave. If the employee has exhausted sick leave and/or personal business leave, s/he shall be considered "absent without pay" for any absences not covered by his/her account.
If the employee's incapacitation continues to the 15th calendar day and/or beyond, the employee so affected shall have the sick leave and/or the first five (5) working days of his/her absence restored to his/her account.

2. If the employee incapacitation extends beyond the period of seven (7) calendar days, and it is 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 17.1(B) (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.
 - b. It is also understood that, after the 90 day period, the amount of sick leave and/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.

17.2 *Illness and Disability*

The unused portion of sick days shall accumulate from year to year without limit. Those employees who work twelve (12) months can earn a maximum of (12) days per year and ten (1) month employees can earn a maximum of ten (10) days per year. The sick leave days may be taken by an employee for the following reasons and subject to the following conditions:

- 1) *Personal illness or Disability* - The paraprofessional may use all or any portion of her sick days to recover from her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
- 2) *Medical or Nursing Care* - The employee may take three (3) days to make arrangements for medical or nursing care for a member of his/her immediate family.
- 3) *Immediate Family* - The paraprofessional may use sick leave to care for a member of her immediate family, when no other immediate arrangements are possible. This is subject to administrative review and approval beyond two (2) days.
- 4) Emergency visits to doctors or clinics

17.3

Each paraprofessional will be granted five (5) days funeral leave, for members of her/his immediate family (husband, wife, child, parent). These days are to be deducted from the individual's sick bank.

Upon special request to the building administrator, paraprofessionals may receive up to three (3) days funeral leave to attend funerals of close relatives. These days are to be deducted from the individual's sick bank.

17.4 *Personal Business Days*

Full time WWAP paraprofessionals shall be allowed up to three (3) days per year for absences of a personal nature. Half time paraprofessionals shall be allowed up to three (3) half days per year for absences of a personal nature. 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 Senior Executive Director of Employee Services or designee. Unused personal business days at the end of the school year shall be added to each individual's sick days.

Personal Business Day Limitations

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. Further, business days may not be taken immediately preceding or following vacations, holidays, or recesses.

17.5

Any paraprofessional called for jury duty, or who is subpoenaed to testify during work hours in a court of law, shall be paid her full compensation for such time and in turn will submit to the Board the check received for such actions during regular working hours. A paraprofessional involved in personal litigation must use personal business days for such testimony.

17.6 *Reserve/National Guard Duty*

Any employee who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between her Reserve pay and the regular pay she would receive from the Board during any period when the affected paraprofessional is on active duty for the Reserve or National Guard. A maximum of two (2) weeks per year shall be allowed.

17.7 *Compensatory Time*

Subject to administrative approval, WWAP paraprofessional working additional hours shall be compensated with either compensatory time or monetary

reimbursement as determined by the Executive Director of Employee Service. This determination shall be made in advance of the actual time worked.

17.8 *Sick Days on Recall*

Upon recall from layoff paraprofessionals shall have available any previously earned accumulated sick days.

17.9 *Physical Examination Before Returning to Work*

Paraprofessionals returning from extended health leaves or personal illness/disability in excess of ten (10) days will submit a clearance to return to work from their physician.

The Board shall have the right to request a physical/mental examination by a physician of the Board's choosing and paid for by the Board, before the paraprofessional returns to work from extended health leaves and personal illness/disability in excess of ten (10) working days.

17.10

In recognition of extended service to the District, the Board agrees to provide paraprofessionals having ten (10) or more years of in-district service additional compensation upon severance of employment. If severance is due to retirement or disability, the affected paraprofessional(s) shall be paid an amount equal to 5% of the paraprofessional's then current annual salary plus an amount equal to the paraprofessional's accumulated total number of sick days multiplied by \$10. When severance of employment is due to other reasons, excluding employer termination, the affected paraprofessional shall be paid an amount equal to the paraprofessional's total number of accumulated sick days multiplied by \$10.

Both parties agree that the term "retirement" used in Article 17.10 of the Master Agreement means that: An employee must be eligible to receive Michigan State retirement benefits at the time of severance with the Wayne-Westland Community School District. Eligibility shall be based upon the Michigan Public School Employees Retirement System guidelines.

**ARTICLE 18
INSURANCE PROTECTION**

18.1

The Board shall provide, without cost to the full time paraprofessional, group term life insurance protection to be paid to the paraprofessional's designated beneficiary in the amount of ten thousand dollars (\$10,000). In the event of accidental death, the above mentioned insurance will pay double the specified amount.

18.2

The Board agrees to provide eligible WWAP members a full family hospital-medical insurance program with minimum coverage of 100% hospitalization/80% major medical coverage, deductibles of \$100 single/\$200 full family, and a \$5 prescription co-pay and an HMO with no deductibles, no medical co-pays, and a \$5 prescription co-pay.

Effective with the 2005-2006 school year, pre 3/1/1989 hires that wish to maintain a traditional health care plan will pay \$600 towards the premium through a District sponsored Section 125 plan until such time that a full family alternative medical insurance plan is offered. At that time, any pre 3/1/1989 hires that wish to maintain a traditional medical insurance plan will pay the premium difference between the full family alternative medical insurance plan and a traditional plan through a District sponsored Section 125 plan.

Effective with the 2006-2007 school year, all pre 3/1/1989 hires will be given the option of an HMO or the aforementioned alternative medical insurance plan.

Full time paraprofessional eligible for health care coverage hired on or after March 1, 1989 are limited to an HMO with no deductibles, no medical co-pays, and a \$5 prescription co-pay.

If a paraprofessional is covered by a two person hospitalization policy which has benefit payments for doctor and hospital benefits below 80% of reasonable and customary, the Board will allow the employee to sign up for self only hospitalization-medical coverage.

If a paraprofessional is covered by a full family hospitalization policy which has benefits below 80% of reasonable and customary, the Board will allow the employee to sign up for full family hospitalization-medical coverage.

Any full time paraprofessional who has signed up for and is covered by hospitalization-medical coverage in violation of this Article will re-pay to the employer, all premium monies which the employer has paid for such benefits.

Employees not signing up for health coverage benefits will receive fifty dollars (\$50) per pay for 21 pays.

18.3

The Board agrees to provide a full family dental program with 100/60/60 coverage with an Orthodontic benefit rider for all full time paraprofessionals. The Board agrees to provide without cost to all full time paraprofessionals long

term disability coverage. This plan will include a 90 calendar day waiting period with a sick leave run-off. The benefit will be 66 2/3% of the monthly salary to a maximum of \$1,200.

18.4 *Vision Insurance*

For those full time paraprofessionals taking hospitalization-medical coverage the Board will provide Washington National VP1 insurance or a comparable plan.

Any paraprofessional not taking hospitalization-medical coverage, the Board will provide Trustmark VP3 or a comparable plan.

Effective July 1, 2001, the Board will provide all full-time paraprofessionals with Trustmark VP3 insurance or a comparable plan.

18.5

The Board shall make payment of insurance premiums for each paraprofessional to provide insurance coverage for a twelve month period.

18.6

A 10 month paraprofessional who is laid off in June or July will have insurance coverage provided by the Board through the month of August.

Insurance coverage shall continue for one month beyond the effective date of layoff for any paraprofessional completing the first semester of any given year.

18.7

When necessary, premiums shall be made retroactively or prospectively to assure uninterrupted participation and coverage, if allowed by insurance carrier.

18.8

The Board shall be responsible for providing insurance information including applications and claim materials.

18.9

For all paraprofessionals insurance coverage shall be as follows:

- o Twenty-five (25) hours or more per week - full
- o Less than (25) hours - none

18.10

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual the above mentioned fringe benefits shall

continue throughout the balance of the school year (September 1 through August 31).

ARTICLE 19 COMPENSATION

19.1

The basic compensation of each paraprofessional shall be set forth in Appendix "A". There shall be no deviation from said compensation rates during the life of this Agreement.

19.2 *Mileage*

WWAP members who are using their own transportation for carrying out their responsibilities for the school system shall be reimbursed for the mileage at the rate established by the I.R.S. and according to the procedure as established by Board Policy.

19.3

The following conditions shall apply to all overtime work.

- 1) Time and one-half will be paid for all hours worked over 8 hours in one day or 40 hours in one week and for all hours worked on Saturday.
- 2) Double time will be paid for all hours worked on Sundays and legal holidays. In the case of legal holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day.

19.4

The wage increases for 2004-2007 will be as follows:

- 2004-2005 – 2% at all steps and all classifications
- 2005-2006 – 2% at all steps and all classifications
- 2006-2007 – 2% at all steps and all classifications

19.5

Beginning August 31, 1998 and each July 1st thereafter, all WWAP members hired prior to July 1, 1998, shall be credited with incremental experience and move one step on the salary schedule. The Step number represents a year of service as a paraprofessional.

For all WWAP members hired or recalled to work after July 1, 1998, the following guidelines will apply.

If a WWAP 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 WWAP member begins employment or is recalled and 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.

19.6
Paraprofessionals will receive their regular pay rate for working summer hours.

19.7 *Certification, Monetary Aide*
If it were to become mandatory during the period of this Agreement that paraprofessionals be certified, both parties agree to work cooperatively to review and make recommendations to the Superintendent in granting monetary aid to attain this certification.

19.8
Longevity will be paid on the following basis:

15 - 19 years of service in the District.....	\$ 600
20 - 24 years of service in the District.....	\$ 1,000
25 plus years of service in the District.....	\$ 1,300

19.9
Effective for the 2004-2005 school year, a Step 10a will be established for employees beginning their tenth year of service as a paraprofessional.

Effective for the 2005-2006 school year, an Entry Level will be established for newly hired employees and Step 10a will be renamed Step 9.

**ARTICLE 20
NEGOTIATIONS**

20.1
It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to discussions 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.

20.2

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

20.3

For negotiation purposes the President of WWAP and two (2) members of the negotiating team may, upon proper application, be granted up to 30 hours per annum without loss of pay to conduct business of WWAP.

20.4

At least ninety (90) days prior to the expiration of this Agreement, the parties agree to open negotiations for a successor Agreement.

20.5

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives 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 membership of WWAP, but the parties mutually pledge that the 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 to such ultimate ratification.

20.6

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

20.7 *Requests for Information*

The employer agrees to furnish to the WWAP in response to reasonable requests from time-to-time all available information related to collective bargaining and contract administration.

**ARTICLE 21
DURATION OF AGREEMENT**

21.1

This Agreement shall be effective July 1, 2004 and shall continue in effect until June 30, 2007.

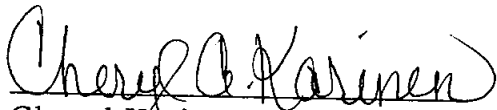
21.2

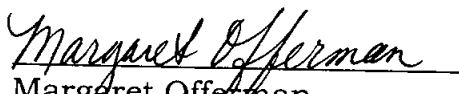
If, pursuant to negotiations, an Agreement in the renewal or modification not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written Agreement of the parties.

21.3


Copies of this Agreement shall be printed at the expense of the employer within 30 days after the Agreement is signed. The union shall have the responsibility of distributing the Agreement to the paraprofessional employees. In addition, the employer shall provide the union forty copies per year in excess of the membership number of the bargaining unit at the time the Agreement is signed.


Wayne-Westland Association
Of Paraprofessionals


Cheryl Karinen, President


Margaret Offerman,
Vice-President

Wayne-Westland
Board of Education


President


Secretary

APPENDIX "A"

WWAP Salary Schedule

Paraprofessionals

Salary Step	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	Salary Step Entry Level	2005-2006	2006-2007
							<u>10.00</u>	<u>10.20</u>
1	9.33	9.54	9.80	10.07	<u>10.27</u>	<u>1</u>	<u>10.48</u>	<u>10.69</u>
2	9.96	10.18	10.46	10.75	<u>10.97</u>	<u>2</u>	<u>11.18</u>	<u>11.41</u>
3	10.83	11.07	11.37	11.68	<u>11.91</u>	<u>3</u>	<u>12.15</u>	<u>12.39</u>
4	11.32	11.57	11.89	12.22	<u>12.46</u>	<u>4</u>	<u>12.71</u>	<u>12.97</u>
5	11.83	12.10	12.43	12.77	<u>13.03</u>	<u>5</u>	<u>13.29</u>	<u>13.55</u>
10a					<u>13.30</u>	<u>9</u>	<u>13.57</u>	<u>13.84</u>
10	12.31	12.59	12.94	13.30	<u>13.57</u>	<u>10</u>	<u>13.84</u>	<u>14.11</u>
11	12.80	13.09	13.45	13.82	<u>14.10</u>	<u>11</u>	<u>14.38</u>	<u>14.67</u>

Technical Assistants

						Entry Level		
							<u>12.50</u>	<u>12.75</u>
1	11.72	11.98	12.31	12.65	<u>12.90</u>	<u>1</u>	<u>13.16</u>	<u>13.42</u>
5	11.95	12.22	12.56	12.91	<u>13.17</u>	<u>5</u>	<u>13.43</u>	<u>13.70</u>
10a					<u>13.43</u>	<u>9</u>	<u>13.70</u>	<u>13.97</u>
10	12.43	12.71	13.06	13.42	<u>13.69</u>	<u>10</u>	<u>13.96</u>	<u>14.24</u>
11	12.92	13.21	13.57	13.94	<u>14.22</u>	<u>11</u>	<u>14.50</u>	<u>14.79</u>

Nurses, PTAs, COTAs, Culinary Technicians

						Entry Level		
							<u>20.50</u>	<u>20.91</u>
1	18.90	19.33	19.86	20.41	<u>20.82</u>	<u>1</u>	<u>21.23</u>	<u>21.66</u>
5	19.43	19.87	20.42	20.98	<u>21.40</u>	<u>5</u>	<u>21.83</u>	<u>22.26</u>
10a					<u>21.50</u>	<u>9</u>	<u>21.93</u>	<u>22.37</u>
10	19.62	20.06	20.61	21.18	<u>21.60</u>	<u>10</u>	<u>22.04</u>	<u>22.48</u>
11	19.87	20.32	20.88	21.45	<u>21.88</u>	<u>11</u>	<u>22.32</u>	<u>22.76</u>

APPENDIX B
Wayne-Westland Community Schools
Evaluation of Paraprofessional

Name _____ Building/Department _____

Date of Employment _____ Date of Evaluation _____

Semester: Winter _____ Spring _____

THE FOLLOWING GENERAL DEFINITIONS APPLY TO EACH FACTOR TO BE RATED BELOW. THE EVALUATOR MUST DOCUMENT AND GIVE SUGGESTIONS FOR IMPROVEMENT IN EACH FACTOR RATED BELOW AVERAGE.

1. **Exceeds Job Requirements:** The individual's performance with respect to this factor is noticeable above the basic requirements for a satisfactory performance in this position.
2. **Meets Acceptable Job** The individual's performance with respect to this factor satisfies the full job requirements. This is the basic standard for rating above and below.
3. **Does not Meet Job Requirements:** This individual's performance with respect to this factor is below the satisfactory requirements for the position.

A. HUMAN RELATIONS

Friendliness: The sociability and warmth which an individual imparts in his attitude toward students and adults

- | | | |
|---|--|-------------------------------|
| 1. _____
Excellent at establishing
good relationships | 2. _____
Approachable: friendly once
known by others | 3. _____
Distant and aloof |
|---|--|-------------------------------|

Comments: _____

Relationship with children: The concern for the academic and social well-being and needs of the child

- | | | |
|--|--|--|
| 1. _____
Recognizes and meets the
needs of the child | 2. _____
Usually understands the
child's needs | 3. _____
Cannot comprehend the
child's needs |
|--|--|--|

Comments: _____

Relationship with staff: The establishment of effective rapport with total staff

- | | | |
|--|---|--|
| 1. _____
Communicates and interacts
with staff at all levels | 2. _____
Establishes effective relation-
ships with most of the staff | 3. _____
Little communication
and interaction with staff |
|--|---|--|

Comments: _____

B. MOTIVATION AND PERFORMANCE

Accuracy: The correctness of work duties performed

- | | | |
|---|------------------------------|--|
| 1. _____
Requires minimum of super-
vision; is almost always accurate | 2. _____
Usually accurate | 3. _____
Careless, makes frequent
errors |
|---|------------------------------|--|

Comments: _____

Initiative: The ability to suggest and carryout new ideas for finding new and better ways of doing things

- | | | |
|--|---|-----------------------------------|
| 1. _____
Seeks new and better ways
of doing things | 2. _____
Reasonable number of new
ideas | 3. _____
Rarely has a new idea |
|--|---|-----------------------------------|

Comments: _____

Dependability: Dependable in performing required tasks

1. _____
Requires little supervision
is reliable
2. _____
Usually takes care of and completes
necessary tasks with reasonable promptness
3. _____
Requires close supervision,
is unreliable

Comments: _____

Job Knowledge: Information concerning tasks which an individual should know

1. _____
Understands all phases of
assigned duties, requires
little repetition of instruction
2. _____
Requires minimal repetition
of instructions
3. _____
Requires constant
instruction related to
assigned duties

Comments: _____

C. PERSONAL ATTRIBUTES:

Personality: An individual's behavior characteristics or his personal suitability for the job; poise, self-confidence, sensitivity, sense of humor

1. _____
Very desirable personality
for this job
2. _____
Personality satisfactory for
this job
3. _____
Personality unsatisfactory
this job

Comments: _____

Attendance: Faithful in coming to work and conforming to work hours

1. _____
Very prompt, regular in
attendance
2. _____
Usually present and on time
3. _____
Lax in attendance and/or
frequently reports for
work late

Comments: _____

Emotional Stability: The ability to maintain an even temperament and to cope with difficulties and new situations

1. _____
Accepts and copes with
problems and new
situations
2. _____
Usually remains calm;
occasionally has difficulty
with new situations
3. _____
Unable to cope with new
situations

Comments: _____

OVERALL EVALUATION

____ Above average for job requirement

____ Average for job requirement

____ Substandard for job requirement

EMPLOYEE'S SIGNATURE

DATE

ADMINISTRATOR'S SIGNATURE

DATE

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

APPENDIX C

The Wayne-Westland Association of Paraprofessionals and the Wayne-Westland Community Schools agree to the following relative to Adult/Community Education Aides in resolution to the MERC Case UC82E-27 Wayne-Westland Community Schools and Wayne-Westland Association of Paraprofessionals.

The WWAP shall drop all bargaining unit claims to the four non-affiliated aides claimed by the Wayne-Westland Education Secretaries Association in MERC Case R820G196, contingent upon those positions being recognized as part of the WWESA bargaining unit by the WWEA and WWCS.

APPENDIX D

- A. Any full-time paraprofessional and/or teacher assistant working in Adult/Community Education Program(s) shall be considered to have an extra-work assignment in such program(s), such person shall not be entitled to have a duplication of benefits.
- B. This collective bargaining Agreement shall apply in full force to all part time paraprofessionals, part time teacher assistants, part time nurse assistants, COTA's and PTA's whose standard hours are between 12.5 - 24.9 hours weekly with the following
1. Article 14 does not apply.
 2. The following shall be paid holidays. The number of hours paid will be based on the formula outlined in Article 17.7.
 - a. *Thanksgiving Day*
 - b. *Day after Thanksgiving*
 - c. *Christmas Eve Day*
 - d. *Christmas Day*
 - e. *New Year's Eve Day*
 - f. *New Year's Day*
 - g. *Martin Luther King Day*
 - h. *Good Friday*
 - i. *Easter Monday*
 - j. *Memorial Day*
 - k. *Labor Day*
 3. Article 17 shall apply with the following notation:

Both sick days and personal business days will be credited as outlined in Article 17 with no reference to hours worked per day
 4. Part time paraprofessionals will have the same pay schedule and incremental steps as the full time paraprofessionals.
 5. It is understood that at no time will the District intentionally hire persons to fill hours below the 12.5 hours minimum and it is agreed to combine hours whenever possible to create full and part time positions.

However, the Board will not be required to create elementary full time positions which uses "at risk" or "title I" funds that would involve traveling to a second building.

APPENDIX E

Both parties agree that the intent of Article 18.2 is to restrict the number of employees who have dual health insurance coverage.

To this intent then, the parties enter this understanding to try and clarify the implementation of this Agreement.

1. Those employees who think that they still qualify for health coverage will need to bring a copy of the policy under question to the Employee Services Division for the purpose of verifying as to whether or not it is below the standards stated in Article 18.2.
2. Employees are required to notify the school district of any changes in their status.
3. If the Board becomes aware of an employee who seems to be in violation of Article 18.2, the Board will notify the Association. The association agrees that it will contact the employee to try and determine if there is a violation and so notify the Board of its findings.

The Board will also contact the employee and notify the Association of its findings.

- a. If the Board becomes aware of an employee who has dual coverage, and has not granted such employee dual coverage permission under the provisions of Article 18.2, the employee and Association will be notified. The employee will be required to bring in a copy of the spouse's health insurance policy within thirty (30) days of such notification
- b. If the policy provisions will allow the continued dual coverage, as provided in Article 18.2, coverage will continue. If the employee is not entitled to such coverage based on the provisions of Article 18.2, the District will cancel coverage at the end of such month and the employee will re-pay all premiums as provided in Article 18.2.
- c. If the employee fails to bring in a copy of the spouse's health insurance policy within the thirty (30) day period mentioned above, the Board will implement Article 18.2 provisions assuming that the employee is not entitled to dual coverage.