

Agreement
between

W-WCOAA

**Wayne-Westland
Central Office Administrators
Association**

and the

Board of Education

Wayne-Westland Community Schools

JULY 1, 2004 - JUNE 30, 2008

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ARTICLE 1 RECOGNITION AND DEFINITIONS

1.1

The Wayne-Westland Community School District, hereafter referred to as the District, recognizes the Wayne-Westland Central Office Administrators' Association, hereafter referred to as the Association, as the sole and exclusive bargaining representative for the Senior Executive Directors, Executive Directors, Directors, Dispatchers, Coordinators, Supervisors, Executive Secretaries, Excluded Secretaries, Coordinator of Senior Citizens' Program, Network Administrators, and Programmer Analysts. All other positions are excluded from the bargaining unit.

1.2

In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

MEMBER shall mean all employees eligible to join the Association as identified in Article 1.1.

BOARD shall mean the Board of Education.

SUPERINTENDENT shall mean the Superintendent of Schools or his/her designee.

DISTRICT shall mean the Wayne-Westland Community School District.

SCHOOL YEAR shall refer to the District's fiscal year, July 1 - June 30.

ARTICLE 2 BOARD RIGHTS AND RESPONSIBILITIES

2.1

Nothing contained in this agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws, or regulations as they pertain to education.

The Board retains the right and shall have the right to manage and conduct its obligation in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes a violation of this Agreement. Without limiting to any extent the generality of the foregoing, the Board shall have the right to promulgate at any time and to enforce any rules, policies, and regulations which do not violate the terms of this Agreement, and which it considers necessary or advisable for the safe, effective, and efficient operation of the District.

Any Member who violates or fails to comply herewith shall be subject to such provisions of this Agreement which relate to discipline or discharge.

The Board, Superintendent, or designee retains the right, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of Members which are not inconsistent with the specific provisions of this Agreement and which do not otherwise directly affect wages, hours, terms, and conditions of employment. If the Board contemplates a change which directly affects wages, hours, terms, or conditions of employment, such matters will be negotiated with the Association prior to implementation.

2.2

Except as otherwise specifically provided in this Agreement, the Board has the sole and exclusive right to exercise all the rights or functions of management.

Without limiting the generality of the foregoing, the Board's rights include:

1. The right to manage and control the school system and its properties, facilities, and the activities of its employees during working hours.
2. The right to hire all employees and, subject to the provision of law, determine their qualifications and the conditions for their discharge or demotion, and to promote and transfer all such employees.
3. The right to adopt and enforce any reasonable rules, policies, and regulations which it deems advisable for the safe, efficient, and effective operation of the school district.
4. The right to determine the conditions, methods, means, and personnel by which the school district's operations are to be conducted.

2.3

The Board agrees that it will not enter into any Collective Bargaining Agreement with any Member or with any other collective bargaining organization or individual on behalf of Members during the term of this Agreement.

2.4

The parties agree to meet and discuss any matter relating to this Agreement at the request of either party.

ARTICLE 3

ASSOCIATION RIGHTS AND RESPONSIBILITIES

3.1

Nothing contained herein shall be construed to deny or restrict any Member's rights s/he may have under the Michigan General School Laws. The rights granted to Members hereunder shall be deemed to be in addition to those provided by law and the Member's individual contract of employment. Board policies, not in conflict with the Master Agreement, shall remain in force.

3.2

The Association may use school facilities and equipment upon written application on required *Use of Facilities* forms. It is agreed that District equipment shall not be removed from the school property without prior approval. The Association shall pay for the current cost of all materials and supplies incidental to such use.

3.3

The Board agrees to furnish, within a reasonable time information requested by the Association concerning finances of the District and all documents required under PERA as defined.

3.4

The Association may use the District's mail system, LAN/WAN, and bulletin boards provided such use does not disrupt the normal business of the District nor cost the District extra money. The Association agrees that it will clearly identify union business and take responsibility for all materials communicated through these systems.

3.5

The Board agrees that the private life of any Member is not normally a matter of concern of the Board unless it affects the ability of the Member to carry out his/her professional functions and/or responsibilities or to act as a representative of the District.

3.6

Each Member shall have the right to review any of the contents of his/her personnel file. All such reviews shall be made in the presence of the Assistant Superintendent for Employee Services or his designated representative and an Association representative if the Member so wishes. Privileged information, such as confidential credentials from universities and other items relating to personal references normally sought at the time of employment, are specifically exempt for such review. Such files may not contain a reprimand for a period of time in excess of two years, provided no additional reprimand occurs during the said two year period.

3.7

The Board and the Association recognize the responsibilities imposed on the Association and will grant permission and a reasonable amount of time to the designated representatives of the Association to investigate grievances and to transact other Association business during working hours. Approval must be received from the Assistant Superintendent for Employee Services.

3.8

The Board agrees that, whenever possible, Members shall have the opportunity to interview and make recommendations concerning all personnel, certified and non-certified, who are being considered for assignment under their supervision.

3.9

The Board agrees to provide for payroll deduction of Member's dues or service fees upon written authorization of the Association commencing with the last pay each September and will remit such withholdings to the Association on a monthly basis.

3.10

It is recognized that proper negotiations and administration of the Master Agreement cause expenses to the Association. It is also recognized that employees eligible for membership in the Association may object to joining the Association. Such individuals will be required to pay a service fee to the Association. Such a fee may not exceed the normal annual membership dues.

3.11

In the event an employee eligible for membership in the Association chooses not to join or pay the service fee as required in Article 3.10, s/he shall be terminated from his/her position at the end of the current school year. Said employee must pre-pay all Association dues or services fees before assuming any future Association position.

3.12

Any Member beginning work after July 1 or leaving before June 30 shall be charged dues or service fees on a pro rata basis.

**ARTICLE 4
WORK YEAR**

4.1

Members are contracted for a school year (July 1 through June 30).

Each Member is salaried. His/her annual salary is comprised of his/her individual contract (Article 10.1/Salary Schedule) and extra hours/degree stipend (Article 10.2).

For payroll purposes only, the Member's daily rate is calculated by dividing his/her individual contract by 230.

Members will receive their individual contracts in 26 equal bi-weekly payments. Any other arrangements will be mutually agreed upon by both parties.

A Member beginning work after July 1 or leaving before June 30 shall have his/her individual contract, extra hour/degree stipend, longevity, holidays, vacation days, and personal business days prorated accordingly.

4.2

The following paid holidays will be observed:

- Independence Day
- Labor Day
- Thanksgiving Day
- The Day After Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Martin Luther King Day
- Good Friday
- Easter Monday
- Memorial Day

4.3

Members are entitled to 31 vacation days each school year and may be taken at any time with prior approval of the Member's supervisor.

Unused vacation days may only be carried over from school year to school year with prior approval of the Superintendent.

ARTICLE 5 EMPLOYMENT SECURITY

5.1

A dismissal of a Member, following due process procedures and with just cause, will negate the remaining portion of the individual contract.

5.2

The Board shall offer each Member a one year individual contract, the terms of which shall not conflict with the terms and conditions of this Agreement.

5.3

Before involuntarily transferring, not renewing a contract, or changing the status of a Member, the Board shall offer reasonable assistance to the Member in correcting the inadequacies giving rise to the reasons for the contemplated action. The affected Member may request Association representation at each level of the due process procedure.

1. Conferences shall be held between the Member and his/her immediate supervisor dealing with the clearly identified inadequacies. Inadequacies and suggested remedies will be committed to writing if the Member so requests.
2. If the identified inadequacies persist, a formal warning shall be issued to the Member which contains specific inadequacies and suggested remedies in writing, with appropriate timelines as determined by the Superintendent.

If the identified inadequacies continue to persist, a formal review of the Member's performance shall be written and presented to the Member.

5.4

The District will only discipline a Member for just cause.

5.5

In order to encourage the harmonious and expeditious resolution of complaints against Members, their programs, and/or their subordinates, the District shall re-direct the complainant to the Member as the first step in the resolution process.

5.6

Copies of all written complaints will be forwarded to the Member.

5.7

The Board agrees that prior to overruling any Member relative to student discipline, it will afford the Member the opportunity to present the rationale for that discipline decision.

5.8

Any Member who has been removed because of job eliminations shall be offered a W-WCOAA position for which s/he is qualified prior to the placement of any person from outside of the Association. The Superintendent, after consulting with the Association, shall determine internal W-WCOAA placements prior to the placement of the returning Member.

5.9

A Member whose status is changed to a lower job classification assignment because of reduction in the number of W-WCOAA positions shall be compensated at the rate of his/her individual contract for the duration of the school year.

5.10

Any Member wishing to return to a teaching position must notify the Employee Services Division and the W-WEA, in writing, no later than April 1 of any work year.

5.11

No Member will be deemed to be granted continuing tenure in any position covered by this contract or any other administrative or non-classroom position previously held. Continuing tenure obtained or retained shall not be for any position other than that of a classroom teacher by virtue of this contract.

5.12

Should it become necessary to reduce the number of positions in the Association, the District will inform the Association of the reasons for the reductions. The Association shall be given the opportunity to suggest alternatives to such reductions before the reductions are acted upon. Members not entitled to notice by statute whose positions are scheduled to be eliminated shall be given written notice of such no later than June 1.

5.13

Members transferring to another bargaining unit shall carry over their sick banks, as allowed by that union contract.

5.14

Members who are involuntarily transferred shall be transferred, if possible, to comparable positions and shall not suffer any reduction in salary (and/or compensation) during the life of their individual contracts. An involuntary transfer will be made only after a meeting between the Member involved and the Superintendent, at which time the administrator will be notified of the reason for transfer.

5.15

The District agrees to consider volunteers before involuntarily transferring any Member.

5.16

The District agrees to consult with the Association prior to the creation of any new Association position(s) or prior to any reorganization which may affect any Association position(s).

5.17

The District agrees to negotiate with the Association the rates of pay, wages, terms, and working conditions of all new Association positions or any change which significantly alters the responsibilities of a current position.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1

A grievance is a complaint by a Member, a group of Members, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

6.2

A Member or group of Members who file an administrative complaint or civil action arising from or relating to a violation, misinterpretation, or misapplication of any provision of this Agreement, by so doing, waive(s) his/her/their right(s) and any right(s) the Association may have to pursue or enforce a grievance or remedy under this Article.

6.3

The term "days", when used in this Article, shall mean working days. Time limits may be extended by written agreement by both parties.

6.4

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

6.5

The time limits specified hereinafter for movement of a grievance through the process shall be strictly adhered to and may be relaxed 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 District's last answer. In the event that the District shall fail to supply the Association with response to a hearing at a particular level within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next level with a time limit for exercising said appeal commencing with the expiration date of the District's grace period for answering.

6.6

A Member may present a grievance and have the grievance adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement and provided the Association has been given opportunity to be present at such an adjustment. Individual grievances may not be moved to Level Three by an individual Member of the Association.

6.7

A Member or the Association may withdraw a grievance at any level without prejudice or record. However, if in the judgment of the Association, the grievance presents an issue of importance, the Association may process the grievance at the appropriate level.

6.8

All information necessary for the determination and processing of the grievance shall be made available to all parties concerned within five (5) days commencing with the start of formal grievance procedure. Pertinent information that comes to light throughout the grievance process will be provided accordingly.

6.9

Any conference which may be held under the grievance procedure shall be conducted at a mutually agreeable and reasonable time and place.

6.10

Every effort shall be made to resolve complaints at their inception. A grievance procedure is intended to provide a formal means for handling those complaints which cannot, for any reason, be resolved. When a cause of complaint occurs, the affected Member shall request a meeting with his/her immediate supervisor in an attempt to resolve the complaint. The Association will be notified and may be present with the Member at such meeting. The Member or the Association may formalize an unresolved complaint by proceeding to Level One.

6.11

LEVEL ONE: If a complaint is not resolved in a conference between the affected Member and the immediate supervisor, the complaint may be formalized into a grievance.

It shall be submitted in writing within five (5) days of the meeting with the immediate supervisor. Within seven (7) days after submission of the grievance, the Superintendent will conduct a hearing. The Superintendent shall have five (5) days after the conclusion of the hearing to render a written decision.

6.12

LEVEL TWO: If the grievance is still unsettled, the Association may submit the grievance to mediation using the services of the Michigan Employment Relations Commission (MERC) within fifteen (15) days after the reply of the Superintendent.

6.13

LEVEL THREE: In the event no resolution is reached via the mediation process, the grievance may be submitted to arbitration within twenty (20) days after the conclusion of the mediation hearing.

In the event the mediation process is not utilized, the grievance may be submitted to arbitration within twenty (20) days after the reply from the Superintendent in Level One.

The American Arbitration Association shall govern the arbitration hearing. 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 agree the judgment thereof may be entered into any court of competent jurisdiction.

6.14

By mutual agreement, the Association and the District may enter into the processing of the grievance at any level.

6.15

The parties agree that all grievances relating to promotions, transfers, Member evaluations, and individual contracts cannot be moved to Level Three of the grievance procedure.

6.16

Each party shall bear the full costs for its side of the arbitration, and shall pay one-half (1/2) of the costs for the arbitrator.

ARTICLE 7 STAFFING METHODS AND PROCEDURES

7.1

The District and the Association agree that all positions in the Association shall be staffed by competent and qualified persons as determined by the Superintendent.

7.2

All open Association positions shall be posted for at least ten (10) working days prior to the filling of vacancies.

Vacancies may be filled on an emergency basis until such posting procedures can be followed. Where, in the judgment of the Superintendent, the best interest of the school district would be served, temporary appointments may be made without posting. Should this vacancy exceed 90 school days, the District and the Association, through mutual agreement, will decide how best to fill the vacancy.

ARTICLE 8 EMPLOYEE EVALUATIONS

8.1

Evaluations shall be conducted on a formal basis every three years. This does not preclude an evaluation being done on a more frequent basis.

8.2

The evaluation shall be based on, but not limited to, the duties and responsibilities identified in the Member's *Job Description*.

8.3

The Superintendent shall follow the procedures listed below in making Member evaluations:

The Evaluation shall be written, signed by both the Member and the Evaluator, and placed in the Member's personnel file.

If the Evaluation is in part or in total unsatisfactory, it shall include the identification of deficiencies and recommendations for correcting those deficiencies. During the following year, the Member shall develop and implement by November 1 a plan approved by the evaluator to address the unsatisfactory portion(s) of the evaluation. The Member will then be re-evaluated in the area(s) of deficiency.

8.4

Members will receive copies of all evaluations and may attach personal statements to them if they wish. Such attachments will be placed in the Member's personnel file.

ARTICLE 9 LEAVES OF ABSENCE

9.1

A total of fifteen (15) days per school year shall be granted to the Association for the advancement of the profession. Leave requests shall be approved by the Assistant Superintendent for Employee Services.

9.2

A General Purpose Leave may be granted for a period of up to one school year.

Members accepting full time positions outside of the school district will not be granted General Purpose Leaves.

9.3

General Purpose and Parental leaves of absence will be considered periods of leave without pay and fringe benefits. Such leaves shall expire at the beginning of the next school year. No salary increment will be granted for said leaves. Members shall continue to accrue seniority for one year while on such leaves.

9.4

A Parental Leave may be granted for up to one school year for the purpose of having a baby, adopting a child, or staying home with a child. Such a leave may be extended one additional school year, upon request of the Member.

9.5

Members returning from General Purpose and Parental Leaves shall be placed into the first available Association position for which they are qualified.

In the event no such position is available upon the Member's return, the Member may bump, where allowable, into another bargaining unit. In such instances, the Member will be paid in accordance with that bargaining unit's pay structure.

9.6

A Member called to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the Member's pay and the pay received for the performance of such an obligation. Such duty of giving of testimony shall not be charged to the Member's sick or personal leave bank. Members may be required to provide documentation of their requirements to perform such duties. A Member involved in personal litigation must use personal business days for such testimony.

9.7

Each year, the District shall credit each Member with two (2) bereavement days to be used for a death in the immediate family for purposes of attending to the death and/or attending the funeral/memorial service. Immediate family is defined as father, mother, spouse, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchildren, grandparents, or children. If additional days are required, use of sick leave or personal leave is permissible. Bereavement days shall not carry over from one year to the next.

9.8

Members shall earn one (1) sick day per month. Unused sick days will accumulate in personal sick banks.

9.9

Members shall be entitled to three personal business days per school year. Unused days will be added to the Member's personal sick bank.

9.10

For any absence which exceeds five (5) consecutive work days under the sick leave provision, the Member may be required to submit verification of ability to return to work.

In the event there are chronic absences on the part of a Member, s/he may be required to provide the Employee Services Division with written verification for future absence(s). No requests for verification due to chronic absenteeism shall be made, however, unless the Member has been given prior notice of his/her situation regarding chronic absenteeism.

9.11

No Member shall suffer loss of pay or reduction of sick, personal business, or vacation days in the event a general catastrophe (such as severe weather conditions, utility failure, etc.) closes down all of the school district.

9.12

For the purpose of determining approval of sick leave utilization, approval to return to work, or the right to continue to work, the Superintendent, with notice to the Association, may make a written request requiring a Member to provide the results of a physical/mental examination from the Member's doctor.

If the District is not satisfied with this report, the District, upon notice to the Association, may require the Member to submit to an examination by a doctor of the District's choice. The District shall pay for this examination.

Either party may request a third examination performed by a physician of mutual consent. This examination shall be paid for by the District. Both parties will be informed of the examination results.

9.13

A Member may be placed on an involuntary leave for just cause.

For purposes of determining an involuntary leave, the District, upon notice to the Association, may make a written request requiring the Member to provide the results of a physical/mental examination from his/her doctor to determine the Member's ability to perform the essential functions of his/her job with or without accommodation.

If the District is not satisfied with this report or should the employee not provide this report, the District, upon notice to the Association, may require the Member to submit to an examination by a doctor of the District's choice. The District shall pay for this examination.

Either party may request a third examination performed by a physician of mutual consent. This examination shall be paid for by the District. Both parties will be informed of the examination results.

Time off under this Article will be charged to the Member's personal sick bank.

ARTICLE 10 SALARY AND FRINGE BENEFITS

10.1

2004/2005 Improve the 2003/2004 Salary Schedule by 2%.
2005/2006 Improve the 2004/2005 Salary Schedule by 2%.
2006/2007 Improve the 2005/2006 Salary Schedule by 2%.
2007/2008 Improve the 2006/2007 Salary Schedule by 2%.

Salary Schedules may be found at the back of this Agreement.

10.2

An allowance of \$40 per hour for graduate hours beyond the Masters Degree, Education Specialist, Ed.D., Ph.D., J.D., or L.L.D. from an accredited college or university or from an institution approved by an accredited agency recognized by the Council for Higher Education Accreditation (CHEA) will be paid. Payment for accredited hours is not to exceed 30 hours. Any college, university, or institution must have the prior approval of the Superintendent.

Members who participate in continuing education programs which meet the criteria for awarding of Continuing Education Units (CEU) from institutional members of the Council on the Continuing Education Unit shall receive CEU credit to be converted into credit hours reimbursable as indicated above. Three (3) CEUs equal one (1) semester hour. No credit will be given, however, if the tuition for the CEUs was paid for by the District.

When the following degrees have been attained, these allowances will be paid annually to the Member:

Ed Specialist/Double Masters.....	\$2,000
Ph.D., Ed.D., J.D., or L.L.D.....	\$3,500

10.3

Members not on the W-WEA seniority list may take classes which are directly related to their job responsibilities subject to the approval of the Superintendent. The District will pay up to \$500 per year to cover the costs of such classes.

10.4

A Member called for jury duty shall receive his/her full salary for the time period s/he is serving. Compensation received for jury duty will be turned over to the District. The District will reimburse the Member for all associated parking fees and mileage.

10.5

Members having 10 or more years of service in the District who sever employment because of death, disability, or retirement, shall be paid an amount equal to 9% of his/her current annual salary. This severance pay shall be deposited into a non-elective employer contribution to a 403b Plan designated by the Board.

10.6

Should a Member having ten (10) or more years of in-district service sever employment with the District s/he will be paid \$20.00 per day for each of his/her accumulated sick days. This severance pay shall be deposited into a non-elective employer contribution to a 403b Plan designated by the Board.

10.7

The Board agrees to provide those Members not covered by any other employer paid group hospital/medical insurance program full family hospital-medical insurance program with 100% hospitalization/90% major medical coverage and \$5 prescription co-pay. Employees not signing up for health coverage benefits will receive \$60 per pay.

10.8

It is specifically understood that any Member covered by any other employer paid group health-medical policy is not eligible for the above coverage. The District may require each employee to certify in writing that s/he is not covered by any other employer paid hospital-medical insurance. Any Member who has signed up for and is covered by hospitalization-medical coverage in violation of this Article will re-pay to the District all premium monies which the District has paid for such benefits. The parties agree to the following interpretation concerning dual insurance coverage:

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

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

- (2) The following coverages shall not be considered dual coverage for purposes of this Article.

- (a) Hospital-medical insurance coverage provided under a pension or retirement plan, including OHIP.
 - (b) Hospital-medical coverage provided by another employer, but whose premiums are paid by the employee's spouse in the amount of 50% or more.
 - (c) Hospital-medical coverage provided through Health and Welfare Funds.
- (3) The District will provide dual insurance coverage as exceptions to number one (1) above in the following situations:
- (a) If legal decrees, such as divorce decrees, dictate that the dependent's hospital-medical coverage be provided by the Member and/or his/her spouse resulting in dual coverage;
 - (b) If pre-existing conditions prevent continuous hospital-medical coverage for the Member, spouse, and/or any dependent as a result of the transfer of, or dropping of any District or other employer paid insurance in compliance with number one (1) above.
- (4) In the event that a spouse's employer refuses to drop or reduce its hospital-medical coverage, the Member shall provide a letter from his/her spouse's employer as proof of refusal to drop or reduce its hospital-medical coverage. In this instance, the District will pick up the insurance coverage for the employee and dependent children.
- (5) Dual hospital-medical insurance coverage will be allowed temporarily for the Member, spouse, and his/her dependents, if the request for dependent coverage does not fall within the spouse's insurance open enrollment window period. Such dual coverage shall be extended until the effective date following the next open enrollment period.
- (6) The District shall provide hospital-medical insurance coverage for the Member and dependent children in instances where the Member's spouse would lose other insurance benefits (e.g., life insurance, LTD insurance) by dropping or reducing his/her employer paid hospital-medical insurance program.
- (7) Dual hospital-medical insurance coverage shall be allowed for the Member and his/her coverage dependents, when the spouse's policy does not provide for said coverage.
- (8) The District shall allow dual hospital-medical insurance coverage when the spouse's employer paid hospital-medical insurance program covers less than 80% of reasonable and customary benefits provided by the traditional full family hospital-medical insurance program identified in Article 10.7 above, including deductible.

For purposes of implementing this subsection (8), the Association shall appoint a representative to meet with a designee from Employee Services Department in order to review Member requests for exemption from the parties' agreement of no dual hospital-medical insurance coverage because of inferior coverage. If the representatives cannot agree to approve or deny a Member's request for exemption, the Association may submit the issue to final and binding arbitration under Level 3 of the Grievance Procedure.

- (9) An annual survey may be distributed by the District to all Members carrying District paid hospital-medical insurance for the purpose of updating eligible dependents. Each Member must complete and return the survey within thirty (30) days. Failure to comply may result in loss of hospital-medical insurance benefits.

10.9

The District will provide long term disability coverage for all Members:

- a. After three (3) months of continuous inability to perform the job due to a qualifying incapacity.
- b. Paying two-thirds (2/3) of salary to maximum of \$5,000 per month.
- c. A copy of this policy will be provided.

10.10

The District will provide \$50,000 of life insurance (with A.D. & D.) with an option to purchase additional insurance at District rates at the Member's expense, as allowed by the carrier.

10.11

The District agrees to provide a full family dental insurance plan equivalent to 100% Class I (Preventative/Maintenance), 90% Class II and Class III (Basic/Major), with a calendar year maximum of \$1,500 per eligible dependent and 90% Class IV (Orthodontic) coverage with a lifetime maximum of \$2,500 per eligible dependent.

The carrier will agree to provide both internal and external coordination of benefits for all Members.

10.12

The District agrees to provide a vision insurance plan equivalent to Full Family Vision Service Plan III.

10.13

Members may have a physical examination every two years. The District will pay up to \$250 of the amount not covered by medical insurance coverage. Receipts must be

provided, and a signed copy of the examination must be provided to the Employee Services Division for placement in the Member's personnel file.

10.14

Any Member 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 7 calendar days of such absence, the Member shall be charged sick leave from his/her accumulated account or, if the Member so requests, personal business leave. If the Member 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 accounts.
2. If the Member's incapacitation extends beyond the period of 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 90 calendar days from the date of said injury. Said Member shall also, during this period of time, receive from the District the difference between his/her Workers' Disability Compensation check and his/her regular salary.
3. If the Member's incapacitation continues to the 15th calendar day and/or beyond, the Member so affected shall have the sick leave and/or personal leave charged to his/her account for the first 5 working days of his/her absence restored to his/her account.
4. If the Member's incapacitation continues beyond the 90 day period stated in Article 10.16 (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 Member has used up all of his/her remaining sick leave and/or personal leave days.
5. It is also understood that, after the 90 day period, the amount of sick leave or personal leave to be deducted from the Member's account will be 1/2 day for any full day's absence. If the Member is absent less than a full day, s/he will still be charged 1/2 day from his/her sick or personal leave account.

10.15

Members in Grades 16 and 17 and the Executive Secretaries to the Superintendent and the Board of Education are required to regularly attend School Board Meetings and other functions as necessary.

10.16

Members using their vehicles for School District business will be reimbursed for mileage at the IRS approved rate only for round trips exceeding 150 miles.

ARTICLE 11 ENTIRE AGREEMENT CLAUSE

11.1

The parties agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties and may be altered, changed, added to, deleted from, or modified only through the consent of the parties in an amendment hereto.

11.2

Should any article, section, or clause of this Agreement be declared invalid by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement. The remaining articles, sections and/or clauses shall remain in full force and effect for the duration of the Agreement providing the intent of the remaining language is not changed.

ARTICLE 12 MISCELLANEOUS

12.1

Members absent as a result of an assault or lawsuit related to their work shall not have the absence charged against their personal sick banks.

12.2

The Board shall reimburse a Member up to two hundred dollars (\$200.00) during the course of one year for the damage, loss, or destruction of personal property having a value of ten dollars (\$10.00) or more, provided such damage, loss, or destruction is connected with the execution of assigned responsibilities and was not occasioned by the negligence of the affected Member.

12.3

The District carries insurance, at no cost to any Member, covering certain claims that may be made against the District and Members. The District intends to maintain such insurance for the term of this Agreement, subject to the availability of such insurance at prices comparable to those prevailing in the market at the time this Agreement is ratified. No Member shall pay any deductible.

**ARTICLE 13
DURATION OF AGREEMENT**

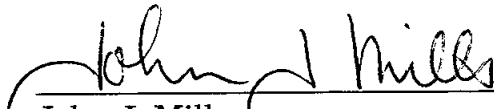
This Agreement becomes effective July 1, 2004, and shall continue in full force and effect through June 30, 2008.

The Association (W-WCOAA) may notify, by registered mail, the Board of Education, no later than June 1, 2008, of its desire to terminate, modify or amend this Agreement. Upon receipt of this notice, the parties will promptly make arrangement to commence negotiating a successor contract.


In witness whereof, the parties hereto have caused their names to be subscribed by their authorized officers and representatives the day and year first above written.

Wayne-Westland Central Office
Administrators' Association

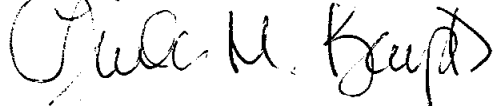
Wayne-Westland Community
Schools, Board of Education




John J. Mills
President



Frederick L. Weaver, Th.D.
President




Linda M. Kempton, Ed.D.
Vice-President

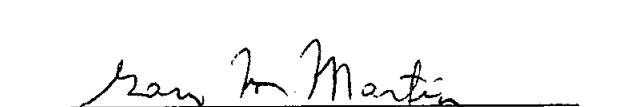


Martha Pitsenbarger
Secretary

Date: August 18, 2004



Gregory J. Bayacy, Ed.D.
Superintendent



Gary M. Martin
Deputy Superintendent,
Administrative and Business Services

ARTICLE 14 CLASSIFICATIONS

Grade	Position
17	Senior Executive Director of Employee Services
17	Senior Executive Director of Business and Operations
17	Senior Executive Director of Special Education
16	Executive Director of Elementary Education
16	Executive Director of Secondary Education
15	Executive Director of Employee Services
15	Executive Director of Maintenance and Operations
15	Executive Director of Technology
14	Executive Director of Curriculum and Staff Development
14	Executive Director of Computer Services
13	Director of Adult and Community Education
13	Director of Alternative Education
13	Director of Staff Development and Technology
13	Director of Media Services
13	Director of School Development - Elementary
13	Director of School Development – Secondary
13	Director of Special Education
12	Director of Transportation
11	Network Administrator
11	Supervisor of Maintenance and Operations
10	Programmer Analyst
10	Supervisor of Business and Purchasing
9	Supervisor of Head Start
9	Supervisor of Transportation
8	Supervisor of Garage Operations
7	Executive Secretary to the Superintendent
6A	Executive Secretary to the Board of Education

6	Dispatcher
6	Executive Secretary to the Deputy Superintendent
5	Executive Secretary
4	Excluded Secretary – Employee Services
2	Coordinator of Senior Citizens Program

F2004-2005 Salary Schedules

Grade	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
17	87,595	91,803	96,225	100,864	105,739	108,809	111,972	113,972
16	83,585	87,594	91,804	96,223	100,865	103,789	106,801	108,801
15	77,967	81,785	85,794	90,004	94,423	97,209	100,077	102,077
14	75,676	79,379	83,268	87,351	91,638	94,338	97,122	99,122
13	73,453	77,047	80,818	84,780	88,938	91,557	94,257	96,257
12	68,393	71,754	75,290	78,996	82,897	85,350	87,878	89,878
11	63,514	66,656	69,949	73,408	77,047	79,336	81,694	83,694
10	59,377	62,306	65,388	68,620	72,014	74,153	76,356	78,356
9	54,668	57,367	60,200	63,167	66,290	68,256	70,282	72,282
8	50,694	53,205	55,835	58,599	61,501	63,329	65,214	67,214
7	48,985	51,317	53,766	56,338	59,040	60,740	62,492	64,492
6A	45,831	48,005	50,288	52,687	55,204	56,790	58,423	60,423
6	44,031	46,205	48,488	50,887	53,404	54,990	56,623	58,623
5	40,882	42,898	45,016	47,244	49,580	51,050	52,565	54,565
4	37,527	39,375	41,317	43,355	45,497	46,844	48,233	50,233
3	34,299	35,986	37,758	39,618	41,572	42,802	44,071	46,071
2	32,611	34,214	35,898	37,665	39,521	40,689	41,896	43,896
1	31,006	32,530	34,130	35,810	37,573	38,684	39,827	41,827

1. The miscellaneous administration expense stipends in Section 12.4 of the F03/04 WWCOAA Master Agreement were doubled in value and added to the F04/05 salary base for all salary grades and steps.
2. The extra assignment stipend in Section 10.17 of the F03/04 WWCOAA Master Agreement was added to the salary base for grades 16 & 17 at \$200 per month in F04/05. Additionally, \$150 per month was added to Grades 7 & 6A in the F04/05 salary base.
3. The longevity stipend in Section 10.14 of the F03/04 WWCOAA Master Agreement was increased to \$2,000 and added as a new step 8 in F04/05 for all salary grades.
4. Effective in F04/05, the mileage reimbursement language in Section 10.13 was eliminated and replaced by taxable compensation of \$20 per month for Grades 1 – 11, and \$50 per month for Grades 12 – 15 being added into the salary base for all steps and grades of the salary schedule. Also, Section 10.18 was modified to pay mileage reimbursements on school district business trips exceeding 150 miles round trip for all salary grades.

F2005-2006 Salary Schedules

Grade	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
17	89,347	93,639	98,150	102,881	107,854	110,985	114,211	116,251
16	85,257	89,346	93,640	98,147	102,882	105,865	108,937	110,977
15	79,526	83,421	87,510	91,804	96,311	99,153	102,079	104,119
14	77,190	80,967	84,933	89,098	93,471	96,225	99,064	101,104
13	74,922	78,588	82,434	86,476	90,717	93,388	96,142	98,182
12	69,761	73,189	76,796	80,576	84,555	87,057	89,636	91,676
11	64,784	67,989	71,348	74,876	78,588	80,923	83,328	85,368
10	60,565	63,552	66,696	69,992	73,454	75,636	77,883	79,923
9	55,761	58,514	61,404	64,430	67,616	69,621	71,688	73,728
8	51,708	54,269	56,952	59,771	62,731	64,596	66,518	68,558
7	49,965	52,343	54,841	57,465	60,221	61,955	63,742	65,782
6A	46,748	48,965	51,294	53,741	56,308	57,926	59,591	61,631
6	44,912	47,129	49,458	51,905	54,472	56,090	57,755	59,795
5	41,700	43,756	45,916	48,189	50,572	52,071	53,616	55,656
4	38,278	40,163	42,143	44,222	46,407	47,781	49,198	51,238
3	34,985	36,706	38,513	40,410	42,403	43,658	44,952	46,992
2	33,263	34,898	36,616	38,418	40,311	41,503	42,734	44,774
1	31,626	33,181	34,813	36,526	38,324	39,458	40,624	42,664

F2006-2007 Salary Schedules

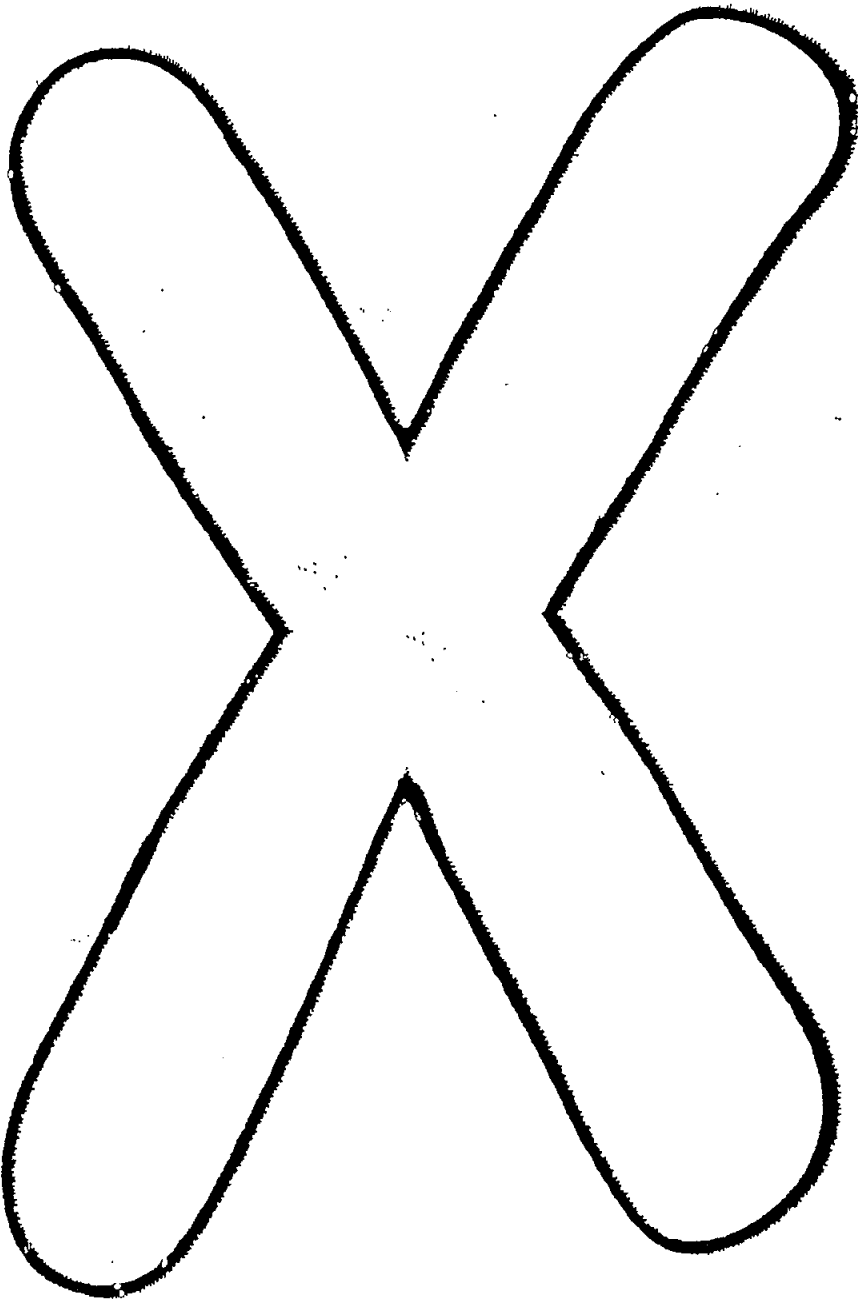
Grade	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
17	91,134	95,512	100,112	104,939	110,011	113,205	116,496	118,576
16	86,962	91,133	95,513	100,110	104,940	107,982	111,116	113,197
15	81,117	85,089	89,260	93,640	98,238	101,136	104,120	106,201
14	78,733	82,586	86,632	90,880	95,340	98,149	101,046	103,127
13	76,421	80,160	84,083	88,205	92,531	95,256	98,065	100,146
12	71,156	74,653	78,332	82,187	86,246	88,798	91,428	93,509
11	66,080	69,349	72,775	76,374	80,160	82,541	84,994	87,075
10	61,776	64,823	68,030	71,392	74,923	77,149	79,441	81,522
9	56,877	59,685	62,632	65,719	68,968	71,014	73,121	75,202
8	52,742	55,354	58,091	60,966	63,986	65,887	67,849	69,929
7	50,964	53,390	55,938	58,614	61,425	63,194	65,017	67,097
6A	47,683	49,944	52,320	54,816	57,434	59,084	60,783	62,864
6	45,810	48,072	50,447	52,943	55,562	57,212	58,911	60,991
5	42,534	44,631	46,835	49,153	51,583	53,112	54,689	56,769
4	39,043	40,966	42,986	45,107	47,335	48,736	50,182	52,262
3	35,685	37,440	39,283	41,219	43,252	44,531	45,851	47,932
2	33,928	35,596	37,348	39,187	41,118	42,333	43,589	45,669
1	32,259	33,844	35,509	37,257	39,091	40,247	41,436	43,517

F2007-2008 Salary Schedules

Grade	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
17	92,957	97,422	102,115	107,038	112,211	115,469	118,826	120,948
16	88,701	92,955	97,423	102,113	107,039	110,142	113,338	115,460
15	82,739	86,791	91,045	95,513	100,202	103,159	106,203	108,325
14	80,308	84,238	88,365	92,698	97,247	100,112	103,067	105,189
13	77,949	81,763	85,765	89,969	94,382	97,161	100,026	102,149
12	72,579	76,146	79,898	83,831	87,971	90,574	93,257	95,379
11	67,402	70,736	74,230	77,901	81,763	84,192	86,694	88,817
10	63,011	66,120	69,390	72,820	76,422	78,692	81,030	83,152
9	58,014	60,878	63,885	67,033	70,347	72,434	74,584	76,706
8	53,797	56,462	59,253	62,186	65,265	67,205	69,206	71,328
7	51,983	54,458	57,057	59,786	62,654	64,458	66,317	68,439
6A	48,636	50,943	53,366	55,912	58,583	60,266	61,999	64,121
6	46,726	49,033	51,456	54,002	56,673	58,356	60,089	62,211
5	43,384	45,524	47,771	50,136	52,615	54,175	55,782	57,905
4	39,824	41,785	43,846	46,009	48,282	49,711	51,185	53,308
3	36,398	38,189	40,069	42,043	44,117	45,422	46,768	48,891
2	34,607	36,308	38,095	39,970	41,940	43,179	44,460	46,583
1	32,904	34,521	36,219	38,002	39,873	41,052	42,265	44,387

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