

Agreement between

# W-WAP

**Wayne-Westland Association  
of Paraprofessionals**

and the

**Board of Education**

Wayne-Westland Community Schools

July 1, 2022 – June 30, 2025

Wayne-Westland Community Schools, Westland, MI 48185



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## **ARTICLE 1 - AGREEMENT**

### 1.1

This Agreement is 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.

### 2.4

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

## **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, Autism Spectrum Disorder, Mild Cognitive Impairment, Moderate Cognitive Impairment, Emotionally Impaired, Physically or Otherwise Health Impaired, Dual Diagnosed, Severe Cognitive Impairment, Severely Multiply Impaired, Learning Disabled, Adaptive Physical Education, Young 5s, Transitional and Adult Transition, Family Service Workers, Teacher Assistants,

Technicians, Part Time Paraprofessionals and Registered Nurses ADN. Effective with the 2017-2018 school year, as Registered Nurse ADN positions are vacated, the District will utilize a third party agency to contract Registered Nurse ADN services.

### 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 communicate 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 paraprofessionals 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 they may have under the Michigan General School laws or the applicable laws and regulations.

## 7.2 Discipline

- 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 their file.
- D. A paraprofessional shall be entitled to have a representative of the Association present when they are 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 Files and Records

- A. 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 them 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 verbal threat or physical assault upon a paraprofessional shall be promptly reported to the immediate supervisor or their designee. The Board shall advise them of rights and obligations with respect to such assault and shall promptly render all reasonable assistance to them 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 to 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 their defense as determined by the Board attorney. The Association will be notified immediately of any potential litigation.

#### 7.6

WWAP members shall not be responsible for the administration of medication. Paraprofessionals will not be responsible for administering first aid, except in cases of extreme emergency.

#### 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 they are working.

The Association may, with administrative approval, use school equipment normally available in the building. 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 Assistant Superintendent of Human Resources or their 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 representatives 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, phone numbers and addresses of all paraprofessionals, including new hires.

#### 7.16

Special conferences for important matters may be arranged between the Association President and the Human Resources Department 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 in-service 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 Assistant Superintendent of Human Resources or their 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.

#### 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 Direct Deposit

Effective July 1, 2009, all bargaining unit members shall have 100% of their wages paid through direct deposit at a financial institution of their choice that participates in the federal automated clearing house (ACH) system.

#### 7.20 Bussing

- A. Paraprofessionals who have assigned bus duty are responsible for taking students to their bus doors and assisting 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 their ability, if the cab has such security equipment.
- E. No student shall assist a paraprofessional in the loading and unloading of buses.

#### 7.21 Bathroom and Showering

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

#### 7.22

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

#### 7.23

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

#### 7.24 Swimming

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 their student's performance objectives in swimming and to provide them in-service regarding the execution of those program units.

#### 7.25

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

#### 7.26 Staff Meetings

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.

## 7.27

- A. Adequate travel time shall be allotted for paraprofessionals to travel between buildings.
- B. Paraprofessionals who are assigned to two or more buildings in a 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 additional 4% of the normal contract hourly rate for this loss of time. Said paraprofessionals will not be eligible for mileage reimbursement for such travel.

## 7.28 Evaluations of Paraprofessionals

The ultimate purpose of an effective evaluation program of paraprofessionals is to promote growth and professional development. To this end, the following procedure will be used.

- A. There shall be one (1) paraprofessional evaluation instrument mutually agreed upon by the WWAP and the District which will be posted on the District website.
- B. The building supervisor and/or program supervisor is responsible for written evaluations using this instrument with input from classroom teacher when appropriate and applicable.
- 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 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 a 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 their knowledge.
- I. The supervisor shall conduct one (1) formal observation of a paraprofessional to

be used in the evaluation process.

- J. Paraprofessionals shall have formal evaluations in two (2) year cycles. This evaluation cycle may be broken if the paraprofessional or supervisor requests an evaluation.

## **ARTICLE 8 - MEMBERSHIP, FEES, PAYROLL DEDUCTIONS**

### **8.1**

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

### **8.2**

Upon appropriate written authorization from the paraprofessional, the Board shall deduct from their 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.

## **ARTICLE 9 - WORKING CONDITIONS**

### **9.1**

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

### **9.2**

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

### **9.3**

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,
- consultation time with teachers, psychologists and social workers which cannot be scheduled during the teacher's preparation time.

Paraprofessionals who meet MDE requirements and hold a current substitute permit, or in Early Childhood hold a valid CDA, may choose to serve as a substitute teacher in the absence of a substitute teacher in their assigned building. Paraprofessionals serving as substitute teachers will be compensated at \$125 for a full day assignment, \$75 for a half day assignment or \$25 per hour for assignments less than a half day. This pay is in addition to the paraprofessional's regular rate of pay.



RN/ADNs may choose to serve as a substitute for a WWEA Nurse in the absence of a substitute nurse in their assigned school. RN/ADNs serving as substitutes will be compensated at \$125 for a full day assignment, \$75 for a half day assignment or \$25 per hour for assignments less than a half day. This pay is in addition to the RN/ADN's regular rate of pay.

Paraprofessionals who are working in a classroom alone, where two classroom paraprofessional positions exist, will be paid an additional \$50 for a full day or \$25 for a half day. This pay is in addition to the paraprofessional's regular rate of pay.

In addition, if a teacher is scheduled for an IEP during their 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 includes the time of the preparation period.

#### 9.4

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.

#### 9.5 Assisting in the Classroom

Classroom or program paraprofessionals for students in Special Education, when trained, 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.

#### 9.6 Supervisor

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

#### 9.7

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

#### 9.8

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.

#### 9.9

An employee may use such reasonable procedures as necessary to protect themselves 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.

#### 9.10

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

#### 9.11 Rights of Probationary Employees

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.

#### 9.12 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 a lottery drawing.
- 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 their designee.
- C. In case of transfers from one WWAP Group to the other, the transferee shall retain their seniority date and shall have their name placed in that Group with the same seniority date.
- D. Each employee working twenty-five hours or more per week shall be considered full-time and shall receive one (1) year seniority.
- E. WWAP members shall be divided into three groups:

- Group I: Special Education and Preschool Paraprofessionals
- Group II: General Education Paraprofessionals
- Group III: Technical Assistants/Registered Nurses, ADN, Culinary Arts Technicians, and Family Service Workers

- F. 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.
- G. The Board shall prepare and maintain the seniority list. The initial seniority list shall be prepared by November 20 with revision and updates prepared thereafter in April of each school year. A copy of the seniority list, and subsequent revisions, shall be electronically mailed to the Association's Executive Board and a copy will be posted on the District's website behind the Staff Door.
- H. Seniority shall be lost by an employee upon termination, resignation, retirement or transfer out of the bargaining unit.
- I. A member who does not report to work for three (3) or more consecutive working days without contacting their immediate supervisor or the Human Resources Department shall be considered a voluntary termination and will forfeit their seniority under this Article.

9.13

When required to accompany a student on a field trip, special education paraprofessionals are not responsible for covering the cost of the field trip.

**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. Unless otherwise stated, the term "days" when used in this Article refers to paraprofessional work days, or weekdays during summer recess.

10.2 Hearing Levels

A. *Informal Level*

When a cause for complaint occurs, the affected paraprofessional shall request a meeting with their 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, they may formalize the complaint in writing as provided hereunder. This must be initiated within eight (8) days from the date of the incident or the

knowledge thereof which gave rise to the grievance.

B. *Formal Level I*

If a complaint is not resolved in a conference between the affected employee(s) and their immediate supervisor, the complaint may be formalized as a grievance. It shall be submitted, in writing, within eight (8) 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 Human Resources Department. The immediate supervisor shall, within eight (8) 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 eight (8) days of receipt of the grievance, the grievance shall be transmitted to the Assistant Superintendent of Human Resources or designee. Within eight (8) days after the grievance has been submitted, a representative of the Human Resources Department shall meet with the Association on the grievance. Within eight (8) days after the conclusion of the meeting, the Assistant Superintendent of Human Resources or their designee shall render their 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 Expedited Grievance Procedure

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 Assistant Superintendent of Human Resources or their designee. Within five (5) days of submission, a representative of the Human Resources 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 Assistant Superintendent of Human Resources or designee and the Association, as above described, the Association may appeal the grievance to final and binding arbitration in accordance 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 Grievance Timelines

Any grievance filed by the Association or initiated by an individual, must be initiated within eight (8) 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 their 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

them.

- 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

An approved vacancy shall be posted within five (5) working days on the District's website (<http://wwcsd.net>), with a copy being electronically sent to the WWAP President. Vacancies after the close of the school year will be placed on the District's website.

### 11.2 Job Posting

- A. The District will post an approved vacancy on the District's website for seven (7) working days. A copy of the posting will be sent electronically to the WWAP President. The posting shall contain the following information:

- 1) Type of work as defined in Article 3.1
- 2) Building
- 3) Rate of pay
- 4) Hours per week
- 5) Minimum Requirements
- 6) Specification of WWAP as a bargaining unit representative
- 7) Essential duties and responsibilities

- B. Posting applications may not be changed after the date and time of the closing of the posting.

- C. To fill vacancies that occur during the school year, the District shall use the following process:

- 1) In order for a paraprofessional to be considered for a posted position, or any resultant openings from the posting, they must complete and submit an online WWAP internal posting application.
- 2) The District will then list and call each applicant in seniority order. Each applicant will have the option of either accepting a position or passing. If a member cannot be reached within forty-eight (48) hours, the District shall move to the next person on the seniority list.
- 3) As members transfer via the posting, the resultant openings will be added to the vacancy list. The District will resume calling candidates in order of seniority and resultant openings will be awarded based on seniority. An

employee who passed earlier in the process may elect to accept a resultant opening.

- 4) Acceptance of a position will remove the member from any further consideration for vacancies occurring during that specific posting.
- 5) Paraprofessionals who did not submit an application for an internal posting, may apply for an external posting and be considered for placement. Paraprofessional seniority shall not be a factor in hiring/placement decisions for external postings

D. Paraprofessionals have the option to seek information on posted positions on their own time but must be prepared to accept or pass on a position when called by the Human Resources representative. 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. The Board and the Union agree to automatically waive the one-year rule for a paraprofessional who is in a job for less than one year if no other eligible paraprofessionals are interested in the posted position. Paraprofessionals who have the one-year rule waived are required to remain in their new position for one year.

E. June and August Postings

The first posting for positions for the ensuing school year will be posted on the District's website in June. These positions will be awarded based on seniority and will adhere to the language in 11.2 A., B. and D. After the close of the posting, an applicant cannot refuse a position for which they've applied.

Unfilled positions from the June posting will be posted externally after all applicants have been placed. Positions vacated due to the June posting will be posted following Article 11.2 internally and then externally.

The second posting will be posted on the District's website in August. It will first go through the process outlined in 11.2 A., B. and D. 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. If no bargaining unit member applies for a posted position, the position may be

awarded to an external candidate.

- B. If a non-bargaining unit member is hired, the new hire will be placed on step 1 of the salary schedule upon the effective date of hire. The District may consider experience when hiring a new paraprofessional and place them on a higher salary step

#### 11.4

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

#### 11.5 Involuntary Transfers

Involuntary transfers from one program or building to another are to be avoided whenever possible. The Superintendent or their 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.

#### 11.6

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

#### 11.7

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.

#### 11.8

All postings and hiring will be done through the Human Resources Department.

#### 11.9 Summer Work

Summer work in the SXI, SCI, ASD and P.E. Aquatics Programs shall first be offered to paraprofessionals working in those positions. 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 their 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 Human Resources Department notified as to their 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 their 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

their 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. For the purpose of displacement, Program Support Paras are considered to be in the same program.
  - 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 11.
  - 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, they 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 11.
  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, they shall be terminated.
  5. 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 and be given the choice of any available external postings in their category (I, II, III). If no opening is available, they shall be displaced to the position held by the least seniored 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 their 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 Professional Development Days

The work year for paraprofessionals shall begin two days prior to the student school year. A minimum of one half day of this time will be used to work in the paraprofessionals assigned classroom. Some individual full-time paraprofessional positions may work additional days as determined by the specific program needs.

If scheduled, full-time paraprofessionals will attend on two (2) scheduled full Professional Development days held after the students start school. Part-time paraprofessionals will attend two (2) half days or one (1) full day scheduled Professional Development day.

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

This article does not apply to Preschool Programs which have alternative starting and

ending times as determined by program needs.

### 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.

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 Breaks

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 they work a minimum of four (4) hours per day.

### 13.4 Overtime

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.

### 13.5 Substitutes

The Board shall provide substitutes for Special Education paraprofessionals to perform the job of the absent paraprofessional. Paraprofessionals will not be responsible for finding their own substitutes. All Special Education 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 Inclement Weather

Nothing in this Agreement shall require the Board to keep offices, schools and administration open in the event of a building issue, inclement weather, or when otherwise prevented by an Act of God. When the District is closed to students, due to the above conditions, paraprofessionals will not be required to report to their job assignments and shall suffer no loss of pay. In the event the District must close due to the above circumstances, paraprofessionals will not be compensated for any closed days which exceed the number of allowable forgiven days as identified by the MDE Pupil Accounting Manual. Should the District be required to add days to the school calendar, paraprofessionals will be compensated for additional days worked. If

schools are closed after the start of the normal day, the paraprofessional shall suffer no loss of pay for that day. In the event individual schools are closed, but not the entire District, paraprofessionals from the closed school shall report to the Board Office at their regularly scheduled start time for reassignment by Human Resources. A paraprofessional may elect to use a personal business day, if they have one available for use, in lieu of reassignment. In the event individual schools are closed and the student(s)/class go virtual the paraprofessional shall also go virtual with their student(s)/class.

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

### 13.7 Duty Free Lunch

Paraprofessionals shall normally be entitled to a duty-free lunch at the location of their choice, except for the paraprofessionals in POHI classrooms. 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

- A. All paraprofessionals shall work on, In-service, planning and record days when school is in session part of the day.
- B. During Elementary Parent/Teacher Conferences paraprofessionals will not work. (two half-days or a total of one full day)

### 13.10 Last Day of School

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 Winter Break, Mid-Winter Break and Spring Break. The first six (6) vacation days are to be used during Winter Break. The next five (5)

vacation days are to be used during Mid-Winter Recess and the remaining four days are to be used at Spring Break if Easter Monday falls within Spring Break, five (5) if it does not.

14.2

Upon termination of employment, an employee will be paid for all unused vacation time at their 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 based on years within WWAP service:

NUMBER OF YEARS	VACATION DAYS*
1st Year	5 Days
2nd Year	6 Days
3rd Year	7 Days
4th Year	9 Days
5th Year	11 Days
6th Year	12 Days
7th Year	13 Days
8th Year	15 Days

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

All paraprofessionals with 15 allocated vacation days shall be granted one additional vacation day to use during the Spring Break shutdown during years where the Easter Monday does not fall during the Spring Break period and provided the employee does not have available vacation days in their bank.

**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. Easter Monday will only be designated as a paid holiday if it occurs during the District's scheduled Spring Break recess.

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 Human Resources 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 they 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 their 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 they would have been had they 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. *Parental/Child Care* - Upon the employee's request a leave shall be granted to an employee within one year of the time they adopt a child, acquire 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.
- C. *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. General Purpose leave requests must be received by August 1st in order to be given consideration.
- D. *Extended Medical Leave* – A non-probationary member absent for medical reasons for themselves or a member of their immediate family (spouse, child, step child, parent, mother-in-law, father-in-law, sister, brother, grandparents, and grandchildren), shall be placed on an extended medical leave effective for 60 workdays after the member's last day worked or once the member has exhausted their personal illness and personal business days, whichever is greater, provided medical verification is provided. Extended medical leaves are granted for a period not to exceed one year. A member may utilize the 60 workday provision once per 12 month period.

For the length of the extended medical leave the paraprofessional shall maintain current assignment rights and seniority status

## **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 their accumulated account or, if the employee so requests, personal business leave. If the employee has exhausted sick leave and/or personal business leave, they shall be considered "absent without pay" for any absences not covered by their 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 their absence restored to their 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, they 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 their Workers' Disability Compensation check and their regular salary.
- 3) If the employee's incapacitation continues beyond the 90 day period stated in Article 17.1(B) (2) above, they shall continue to receive the difference between their Workers' Disability Compensation check and their regular salary to the extent and until such time as said employee has used up all of their 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 their sick or personal leave account.

17.2 Illness and Disability

The unused portion of sick days shall accumulate from year to year without limit. Sick leave will be allocated to WWAP members as follows:

10 month employees	10 days
12 month employees	12 days

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 their sick days to recover from their 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 their immediate family.
- 3) Immediate Family - The paraprofessional may use sick leave to care for a member of their 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.

All employees, after their probationary period, shall earn sick days at the rate of one day per month and shall be credited monthly to the sick leave account of this individual.

A paraprofessional absent from their duties as the result of a physical assault while employed in school activities, and the physical assault is related to the performance of their duties, shall be paid and shall not have the absence charged against their sick leave accumulation.

### 17.3 Bereavement Days

Each paraprofessional shall be credited five (5) bereavement leave days per year to be used for a death in the immediate family (spouse, child, step child, parent, mother-in-law, father-in-law, sister, brother, grandparents, and grandchildren) for purposes of attending to the death and/or attending the funeral/memorial service. Bereavement days shall not carry over from one year to another. If additional days are needed, use of funeral leave as defined below will be permitted.

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

### 17.4 Personal Business Days

Paraprofessionals shall be allowed up to three (3) days per year for absences of a personal nature. Personal business days will be credited upon completion of an

employee's 90-day probationary period. 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 on Professional Development days.** Further, personal business days may not be taken immediately preceding or following vacations, holidays, or recesses or in conjunction with approved absences without pay for extended time off. Exceptions under this article may be granted in advance only by the Human Resources Department.

17.5 Jury Duty

Any paraprofessional called for jury duty, or who is subpoenaed to testify in regards to District business, during work hours in a court of law, shall be paid their full compensation minus any amount scheduled to be paid by the court (excluding mileage) for such time and in turn will submit to the Board a copy of 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 their Reserve pay and the regular pay they 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.

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 Severance

In recognition of extended service to the District, the Board agrees to provide

paraprofessionals having ten (10) or more years of WWCS District service additional compensation upon severance of employment. If severance is due to retirement or disability the affected paraprofessionals shall be paid an amount equal to 5% of the paraprofessionals' then current annual salary plus an amount equal to the paraprofessionals' accumulated total number of sick days multiplied by \$40. 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 \$20.

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 Life Insurance**

The Board shall provide, without cost to the paraprofessional, group life insurance protection to be paid to the paraprofessional's designated beneficiary in the amount of fifty thousand dollars (\$50,000) for full-time paraprofessionals and twenty-five thousand dollars (\$25,000) for part-time paraprofessionals. In the event of accidental death, the above mentioned insurance will pay double the specified amount.

### **18.2 Health Insurance**

The Board agrees to purchase for eligible WWAP members a full family hospital-medical insurance program. The parties agree that effective July 1, 2013, the plan offered will be an HSA qualifying high deductible plan in addition to any other offerings the parties mutually agree upon.

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

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

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

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.

### 18.3 Dental Insurance

The Board agrees to provide a full family dental program with 100/90/90 coverage with an Orthodontic benefit rider for all full time paraprofessionals.

### 18.4 Vision Insurance

Effective November 1, 2012, the Board will provide all full-time paraprofessionals with NVA Option 3 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 Insurance Continuation in the Event of Layoff

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:

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

18.10 Long Term Disability Benefits

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.

18.11 Short Term Disability Benefits

Short Term Disability may be available for purchase through the District.

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

## **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 Compensation for Overtime

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 with the following exception: A member who works extra hours (not a normal part of their work day) and exceeds 8 hours in one day but works less than 40 hours in one week will not be eligible for overtime.
- 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 Wage Increases and Bonuses

The parties agree members will be placed on the 2022/2023 salary schedule step based on their years of W.W.A.P. service as of the 2022/2023 school year. In order to have received credit for a full year of service on the 2022/2023 salary schedule, you must have been hired prior to January 1 of a school year. \*No member shall suffer a reduction in pay from the 2021/2022 school year.

The parties agree to increase the Paraprofessionals, Technical Assistants/Family Service Workers, and Nurses/Culinary Technicians/Health Occupation Technicians 2021/2022 salary schedules by \$4.00 for all steps for the 2022/2023 school year.

The parties agree that the W-WAP salary schedules will be increased by \$0.75 for the 2023/2024 school year and by \$0.50 for the 2024-2025 school year. Members will advance one step each year for the duration of this Agreement.

The parties agree that members on Step 10 will receive a \$1,500 Fidelity payment in June each year for successful completion of the school year.\*This payment will not be paid for members resigning prior to the completion of the school year.

Paraprofessionals in the Act 18 Center Based Programs (SXI, SCI, POHI, ASD, ECS and DD) and Classroom Deviations within those programs shall receive an additional \$0.75 per hour. This will also include Act 18 RN/ADNs and Adaptive PE Paraprofessionals.

Upon leaving any of these programs the paraprofessional will return to their base rate. If Act 18 funding is eliminated this additional compensation will no longer be offered.

To increase retention, the parties wish to provide a \$1,500 retention bonus to those members who return after completing the 2021/2022 school year, a \$1,500 retention bonus to those members who return after completing the 2022/2023 school year, and a \$1,500 retention bonus to those members who return after completing the 2023/2024 school year. Members hired in mid-year will have their bonus pro-rated based on their hire date. The parties agree that this bonus is an increase over the normal pay schedule and is considered Non-Reportable Compensation under the Michigan Office of Retirement Services rules and regulations. This bonus will be paid on the first paycheck in September of each year.

#### 19.5

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

#### 19.6 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.

### 19.7 Longevity

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

## 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 Union Hours

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, 2022 and shall continue in effect until June 30, 2025.

### 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

This Agreement shall be available on the District's website within 30 days after the Agreement is signed. The Association's Executive Board shall be provided with ten (10) copies for the duration of this Agreement.

Wayne-Westland Association of  
Paraprofessionals

Board of Education  
Wayne-Westland Community Schools

Bonnie Parende

Dennis Hoffman

D. NOWAK, RN

Monica M. Roman

Ray Lund

Michelle D. Furt

Ana Heinicke

David R. Cox

David Cox  
President, Wayne-Westland Board of  
Education

Michael Kapolka

Michael Kapolka, Assistant Superintendent  
Human Resources

Peggy Powers

Peggy Powers, Human Resources  
Specialist

Union Ratification Date: May 16, 2022

Board Ratification Date: June 13, 2022

**APPENDIX A – WWAP SALARY SCHEDULE**

**Paraprofessionals**

Salary Step	2022-2023	2023-2024	2024-2025
1	17.65	18.40	18.90
2	19.17	19.92	20.42
3	20.04	20.79	21.29
4	20.84	21.59	22.09
5	21.30	22.05	22.55
6	21.47	22.22	22.72
7	22.31	23.06	23.56
8	22.78	23.53	24.03
9	23.10	23.85	24.35
10	23.25*	24.00*	24.50*

**Technical Assistants**

Salary Step	2022-2023	2023-2024	2024-2025
1	20.61	21.36	21.86
2	21.31	22.06	22.56
3	21.47	22.22	22.72
4	21.63	22.38	22.88
5	21.78	22.53	23.03
6	21.94	22.69	23.19
7	22.93	23.68	24.18
8	23.23	23.98	24.48
9	23.32	24.07	24.57
10	23.39*	24.14*	24.64*

**Nurses, Culinary Technicians/Health Occupations Technicians, Family Service Workers**

Salary Step	2022-2023	2023-2024	2024-2025
1	29.32	30.07	30.57
2	30.84	31.59	32.09
3	31.18	31.93	32.43
4	31.24	31.99	32.49
5	31.31	32.06	32.56
6	31.37	32.12	32.62
7	32.13	32.88	33.38
8	32.28	33.03	33.53
9	32.41	33.16	33.66
10	32.53*	33.28*	33.78*

\*A \$1,500 Fidelity Payment for those on Step 10 will be paid out in June for completion of the 2022/2023, 2023/2024, and 2024/2025 school years.

Paraprofessionals in the Act 18 Center Based Programs (SXI, SCI, POHI, ASD, ECS and DD) and Classroom Deviations within those programs shall receive an additional \$0.75 per hour. This will also include Act 18 RN/ADNs and Adaptive PE Paraprofessionals. Upon leaving any of these programs the paraprofessional will return to their base rate. If Act 18 funding is eliminated this additional compensation will no longer be offered.

## **APPENDIX B**

The Wayne-Westland Association of Paraprofessionals and the Wayne-Westland Community Schools agree to the following relative to 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 C

- A. This collective bargaining Agreement shall apply in full force to all part-time paraprofessionals, part-time teacher assistants and part-time nurse assistants, whose standard hours are between 12.5 - 24.9 hours weekly with the following:
1. 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 (if during Spring Recess)*
    - j. *Memorial Day*
    - k. *Labor Day (if school is in session)*
  2. 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.
  3. Part-time paraprofessionals will have the same pay schedule and incremental steps as the full-time paraprofessionals.
  4. 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 use "At- Risk" or "Title I" funds that would involve traveling to a second building.

## APPENDIX D

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 Human Resources Department 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.