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6/30/98

# Agreement

between

# W.W.A.P.

**Wayne-Westland  
Association of Paraprofessionals  
and the  
Board of Education  
Wayne-Westland Community Schools**

**SEPTEMBER 1, 1994 - JUNE 30, 1998**



*Wayne-Westland Community Schools*

Wayne-Westland Community Schools, Westland, Michigan 48185

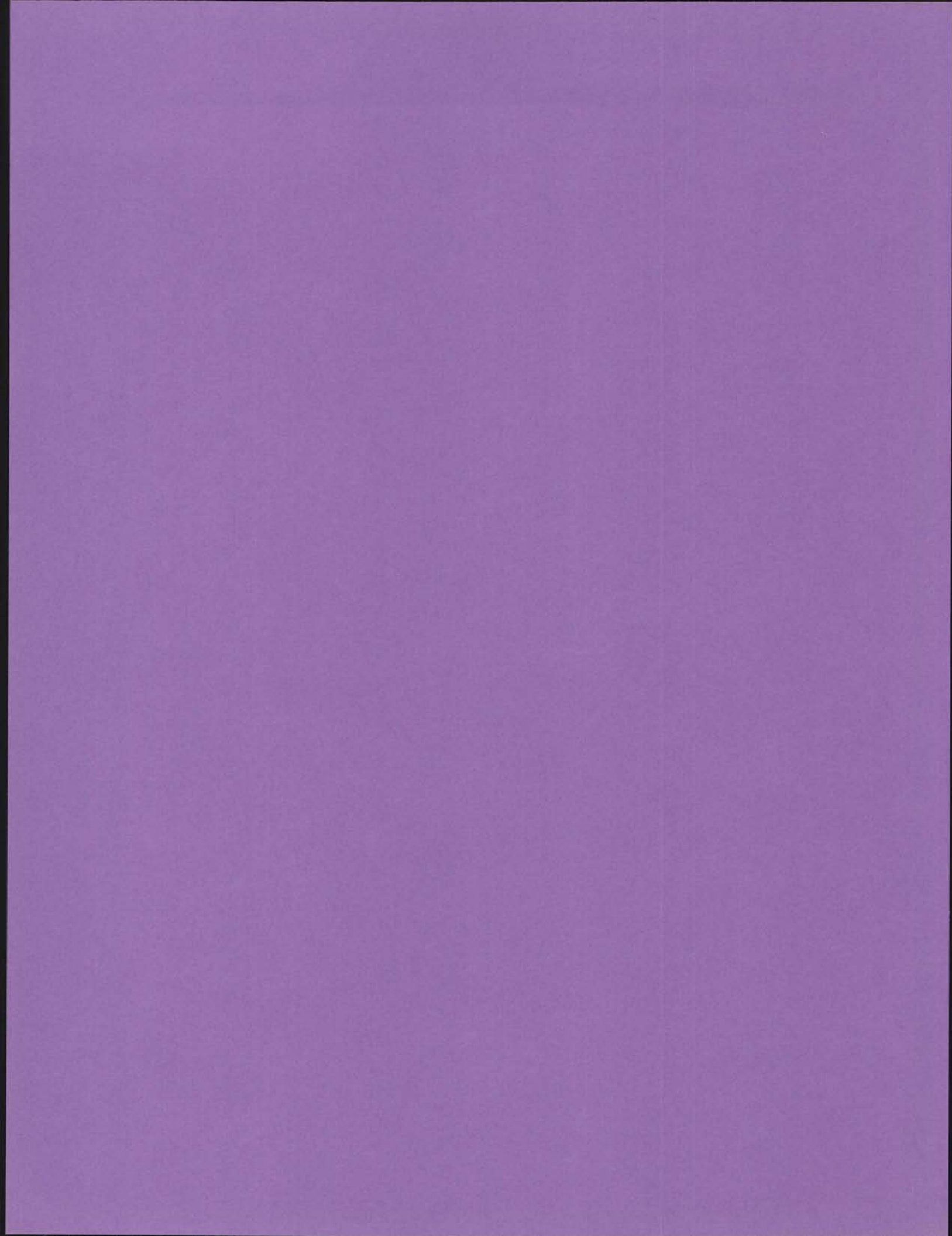


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**ARTICLE 1  
AGREEMENT**

1.1

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

**ARTICLE 2  
PURPOSE**

2.1

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

2.2

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

2.3

If any provision of this Agreement or any application of this Agreement to any paraprofessional or group of paraprofessionals shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE 3  
RECOGNITION**

3.1

**Bargaining Unit**

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

Education, Teacher Assistants, Certified Occupational Therapist Assistants, Part Time Paraprofessionals, Registered Nurses ADN, Physical Therapist Assistants and Special Education Overload Aides, under the conditions listed in Appendix "D".

### 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) calendar 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 ammendment(s) to this Agreement.

### 4.2

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

**ARTICLE 5  
STRIKES**

5.1

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

**ARTICLE 6  
BOARD RIGHTS**

6.1

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

6.2

**Board Right/Funding**

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

**ARTICLE 7  
ASSOCIATION AND EMPLOYEE RIGHTS**

7.1

- A. Pursuant to the Michigan Employment Relations Act, the Board agrees that every paraprofessional shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations.
- B. The Board agrees that it will not discriminate against any 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 to any paraprofessional rights she may have under the Michigan General School Laws or the applicable laws and regulations.

7.2

- A. No WWAP member shall be reprimanded orally or in writing, suspended or discharged without just cause.
- B. Disciplinary action by the Board shall follow a progressive pattern:
  - 1. Oral Reprimand
  - 2. Written Reprimand
  - 3. Suspension (for fixed or indefinite period of time, such period to be stated in the written notice)
  - 4. Discharge (effective date, such date to be stated in the written notice)

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

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

7.3

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



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

#### 7.4

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

#### 7.5

##### Student Injury/Board Defense

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

#### 7.6

The paraprofessional shall report situations wherein she suspects a student's not receiving or accepting his/her prescribed medication directly to that student's assigned teacher.

#### 7.7

WWAP members shall not be primarily responsible for the administration of medication, as outlined in the State of Michigan Statute PA415, Section 1178 and Wayne-Westland Rules and Regulations #5147 as written February, 1980.

#### 7.8

##### Use of School Facilities

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

7.9

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.

7.10

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.

7.11

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

7.12

Additional Paraprofessional positions not listed in Article 111 of this Agreement shall be negotiated with the Association prior to their posting.

7.13

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.

7.14

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

7.15

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

7.16

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.

7.17

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

7.18

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

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

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

7.19

Workshop Fees

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

Workshops not held during school hours will be voluntary.

7.20

Program Coordination/Enhancement Days

Subject to the approval by the building supervisor, paraprofessionals may observe other programs for purposes of enhancing existing programs.

7.21

Inservice Workshops

- A. At the beginning of each school year or at a time agreed to by the Board and the Association, a job-related informational workshop shall be held for all new paraprofessionals established in new positions. The agenda for this inservice

shall be discussed with the Association and time will be provided on the agenda for the Association.

- B. A job-related informational inservice shall be held yearly for all paraprofessionals. This workshop will be planned by the Association and Board.

#### 7.22

##### 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.

Paraprofessionals will receive a tuberculin test free of charge if a specific plan is provided by the Board. If a special plan is not provided, the paraprofessional may use the physician of her choice and shall be reimbursed for the cost of such test up to eight (8) dollars of the amount not covered by the paraprofessional's medical insurance. This amount is payable to each paraprofessional once during the term of this contract.

Paraprofessionals must submit a paid receipt indicating the cost of the test to be eligible for reimbursement.

#### 7.23

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

#### 7.24

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

#### 7.25

- A. It is part of the paraprofessionals' responsibilities to take students to their bus doors and to assist in their loading. Paraprofessionals may assist students down bus ramps or through bus doors.
- B. In instances when the power ramps of buses are not operating, all available personnel will assist in the loading and unloading of students. If no personnel is available to render assistance or to repair the equipment the Paraprofessional should call their immediate supervisor. If the immediate supervisor isn't available they should contact the alternate person for assistance. The immediate supervisor or alternate is responsible for the decision on how to rectify the situation. The paraprofessional will be provided a list of supervisors, alternates and other district contact people. The list shall contain numbers to call and shall be updated on a regular basis.

- C. In recognition of the difficulties encountered by the loading and unloading of students the Board agrees to make every effort to maintain and repair its equipment in a timely fashion.
- D. Paraprofessionals are to assist cab drivers in placing students into their cabs. It is the paraprofessional's responsibility to check that the student is secured to the best of his/her ability, if the cab has such security equipment.
- E. No student shall assist a paraprofessional in the loading and unloading of buses.

7.26

Bathroom and Showering

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

7.27

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

7.28

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

7.29

Swimming

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

7.30

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

7.31

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

7.32

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 17.7A.

7.33

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

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

7.34

- A. Adequate travel time shall be allotted paraprofessionals to travel between buildings.
- B. Paraprofessionals who are assigned to two or more buildings in split assignments 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.

7.35

- A. The ultimate purpose of an effective program of paraprofessional growth is to assure good paraprofessionals. To this end, the following procedure will be used.
- B. There shall be one (1) paraprofessional evaluation instrument as attached to this Agreement in Appendix B. The building supervisor and/or program supervisor is responsible for written evaluations using this instrument.
- C. The supervisor will consult and ask for input from the teacher who works with the paraprofessional.
- D. The supervisor shall orient all paraprofessionals of the evaluation process and instrument.
- E. The supervisors shall evaluate probationary paraprofessionals at least once during the probationary period.

- F. Paraprofessionals will not be required to evaluate other paraprofessionals or other staff members.
- G. The supervisor shall provide each paraprofessional with a mutually signed copy of the formal evaluation. The paraprofessional may submit written statements which will be attached to the file copy of the evaluation in question.
- H. 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.
- I. All formal evaluations of the work performance of a paraprofessional shall be conducted openly and with her knowledge.
- J. The supervisor may make informal observations of a paraprofessional. Such observations are not to be considered evaluations and are not to be used in the formal evaluation process.
- K. Paraprofessionals shall have formal evaluations in three (3) year cycles. This evaluation cycle may be broken if the paraprofessional requests an evaluation or if she changes assignments.
- L. General Education Paraprofessionals in Chapter I and Article 3 Programs may be evaluated on two (2) year cycles.

7.36

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

7.37

Paraprofessionals will work during evening parent-teacher conferences. Compensatory time shall be provided as in the school district calendar.

7.38

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

7.39

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

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

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

### **8.1**

#### **Conditions of Employment**

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

### **8.2**

#### **Service Fee**

Paraprofessionals hired, rehired, reinstated or transferred into the bargaining unit shall be required as a condition of employment, to become members of the WWAP, or to pay an equal initiation/service fee and monthly dues, on or before the thirtieth (30th) day following the beginning of their employment in the unit.

### **8.3**

#### **Failure to Pay Dues/Service Fee**

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

### **8.4**

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

### **8.5**

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

Such deductions shall be made on the first pay of each month and promptly remitted to the Association together with a computer readout of an alphabetical list of paraprofessionals for whom



such deductions have been made, categorizing them as to membership or non-membership and indicating any changes in personnel from the list previously furnished.

8.6

**Save Harmless**

As a condition of the effectiveness of this Article, the WWAP agrees to indemnify and save the Board, each individual Board member and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability all court or administrative agency costs that may arise out of or by reason of action taken by the Board for the purpose of complying with section 8.3 of this Article.

8.7

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

8.8

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

**ARTICLE 9  
WORKING CONDITIONS**

9.1

Employees shall not be required to perform tasks which endanger their health, safety or well being in accordance with safety and health standards as required by State and/or Federal statutes or codes.

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

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

9.4

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.

9.5

An employee may use such reasonable procedures as necessary to protect himself/herself and other employees and students from physical abuse or to prevent injury to another student or property so long as they are not inconsistent with existing legal statutes.

9.6

A Paraprofessional is responsible to the building principal for normal building procedures and operation. For the curricular and program areas the paraprofessional is responsible to the program director or supervisor.

9.7

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

9.8

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) days of employment. This period may be extended, on a day for day basis, if the employee is absent from work for five (5) or more days during the probationary period.

There shall be no seniority rights for 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.

9.9

Seniority

- A. Seniority shall be defined as the length of service within the District after the probationary period as a member of the

bargaining unit. Accumulation of seniority shall begin on the effective date of employment after the probationary period has been completed. In the event that more than one individual has the same starting date of work, positions on the seniority list shall be determined by casting lots.

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

9.10

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

9.11

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

## ARTICLE 10 GRIEVANCE PROCEDURE

10.1

### Definition

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

10.2

### Hearing Levels

#### A. Informal Level

When a cause for complaint occurs, the affected paraprofessional shall request a meeting with her immediate supervisor in an effort to resolve the complaint. The union will be notified and representative thereof may be present with the employee at such a meeting. If the employee is not satisfied with the results of the meeting, she may formalize the complaint in writing as provided hereunder.

#### B. Formal Level

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

#### C. Formal Level II

If the Association is not satisfied with the disposition of the grievance at Level I or if no disposition has been made within (5) days of receipt of the grievance, the grievance shall be transmitted to the Associate Superintendent of Employee Services. Within seven (7) days after the grievance has been submitted, he or his designee shall meet with the Association on the grievance. Within five (5) days after the conclusion of the meeting, the Associate Superintendent of Employee Services or his/her designee shall render his/her

written decision thereon with copies to the Association and the grievant(s).

D. Formal Level III

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

10.3

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

1. The grievance shall be submitted in writing to the Associate Superintendent of Employee Services or his designee. Within five (5) days of submission, the Associate Superintendent or his designee 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 Associate Superintendent of Employee Services or his designee and the Association, as above described, the Association may appeal the grievance to final and binding arbitration in accord with the rules of American Arbitration Association.
3. The arbitrator of grievances processed via this process shall have no power to alter, add to, or subtract from, the terms of this Agreement.
4. The fees and expenses of the arbitrator shall be shared equally by the parties.

10.4

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

10.5

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

10.6

Miscellaneous Conditions

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

**ARTICLE 11**  
**VACANCY, TRANSFER, PROMOTION**

11.1

A vacancy shall be placed on the Cabinet agenda within five (5) days for Cabinet action at its next regular meeting. If such a vacancy is to be posted it shall be done within five (5) working days after Cabinet approval in a conspicuous place in each school building or in a notebook of postings placed in the lounge area, with a copy being sent to the WWAP President and office.

11.2 Job Posting

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

- 1) Type of work (e.g., T.M.I., P.O.H.I., etc.)
- 2) Building
- 3) Rate of pay
- 4) Hours per week
- 5) Minimum Requirements
- 6) Specification of WWAP as a bargaining unit representative
- 7) Job description where available
- 8) Contact telephone number to be included on summer postings

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

C. It is the responsibility of the paraprofessional to investigate any position before applying for said position. Once a paraprofessional applies for a posted position and receives the assignment, the paraprofessional shall remain in the assignment for one calendar year. Exception: If a position becomes available and no current paraprofessional with the necessary skills applies, the "one year rule" is waived.

D. Summer Posting

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

The second posting done in August will first go through the process outlined in 11.2. Then, if there are any unassigned WWAP members, they will be contacted and offered 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 into the category from which they were displaced.

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

11.3

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

11.4

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

11.5

During the summer months postings will be sent to the Association President and office. The position(s) will also be placed on the bulletin board in the Employee Services Office and will be announced on the Wayne-Westland Community Schools Hotline (595-2131).

11.6

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

11.7

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

11.8

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



11.9

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

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

11.10

The paraprofessional shall be entitled to the same teacher assignment she worked under the previous year except for a valid reason.

11.11

If a vacancy or additional teacher 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.

11.12

In the foreseeable future, all postings and hirings will be done by the Employee Services Division.

## **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 from the affected group's seniority list (i.e., Group I: Student Services and Preschool, Group II: General Education and Adult/Community Education, Group III: Teacher Assistants).

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

#### 12.4

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

#### 12.5

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

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

#### 12.6

A paraprofessional on layoff will retain recall rights for a period of one (1) year, if their accumulated seniority is one (1) year or less at the time of layoff. If their accumulated seniority at time of layoff is over one (1) year they will have recall rights for a period of time up to the amount of accumulated seniority. In no event, however, will recall rights exceed three (3) years. Any employee on layoff who exceeds these timelines shall lose her seniority and any further rights under this Agreement.

#### 12.7

##### Placement of Paraprofessionals Not Laid Off

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

1. In order to determine a paraprofessional displaced from an affected building as a result of needs assessments,

the paraprofessional(s) with the least district-wide seniority from the building in the affected category (Group I, Group II, Group III) and program shall be displaced.

2. All open positions created as a result of layoffs, resignations, terminations, and new positions shall be listed and filled by the Friday of the first full week of August, by paraprofessionals in the bidding pool after the posting procedure agreed to in Article XI.
3. The placement of unassigned paraprofessionals shall then follow on the basis of seniority into the category from which they were displaced.

Preference of assignment shall be given on the basis of seniority.

#### 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.
2. New or additional positions shall be posted and filled under Article XI.
3. Laid off paraprofessionals shall be recalled in reverse order of layoff--with the most senior being recalled first.
4. All paraprofessionals who are recalled to SMI, TMI, or POHI positions must accept such positions or be terminated. The only exception to this is a Group II or Group III paraprofessional who has not worked in a Group I program.

- C. An employee returning from a leave of absence effective the beginning of the first semester shall be treated as a displaced paraprofessional on staff, with full seniority rights.

#### 12.8

##### Seniority in the Event of Layoff

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

12.9

- A. If a room is disbanded or a position is eliminated after the opening date of school the paraprofessional in that assignment shall be displaced to the first available opening in her/his category (I, II, III). If no opening is available, she/he shall be displaced to the position held by the least senioreed paraprofessional in the same category.
- B. Displacements occurring at the end of the school year to paraprofessionals working in special education programs, but not in self-contained classrooms, shall be handled as follows: The paraprofessionals(s) with the least seniority shall be displaced to the first available opening in his/her group, I, II, III. If no opening is available, he/she will be displaced to the position held by the least senioreed paraprofessional in the same category.
- C. If a room is disbanded at the end of the school year, the paraprofessional(s) shall be displaced to the first available opening in his/her group, I, II, III. If no opening is available he/she will be displaced to the position held by the least senioreed paraprofessional in the same category.

12.10

A current WWAP member accepting a Part Time Paraprofessional/Part Time Teacher Assistant in lieu of layoff shall continue to receive pay at his/her regular bargaining unit rate. Fringe benefits shall also continue as provided for in the contract.

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

13.1

The work year for school term paraprofessionals shall be a minimum of one-hundred eighty-three (183) work days. The work year for other paraprofessionals shall be twelve (12) months.

This article does not apply to Adult/Community Education and PRESCHOOL Programs which have alternative starting and ending times as determined by past practices.

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.

13.3

All paraprofessionals will be entitled to two (2) fifteen (15) minute relief periods per day, one in the morning and one in the afternoon, except that a paraprofessional working half-time will receive one (1) fifteen (15) minute relief period.

13.4

- A. Overtime will be rotated and divided within category and within building. Overtime will initially be offered to the paraprofessional within category and building with the greatest seniority, who is qualified to do the activity. If all employees within the affected category and building refuse overtime, overtime may be offered to other paraprofessionals within the category by district seniority.
- B. Temporary Hours in Adult/Community Education  
An increase in work hours which are temporary in nature (four-six weeks) shall be offered to the bargaining unit of assignment on the following basis:
1. Temporary hours shall be offered to the bargaining unit in the unit of assignment on a rotating basis:
    - a. The individual(s) with the least number of weekly hours, shall be given the opportunity to increase them to the maximum then worked by others in that unit of assignment.
    - b. If more than one individual is working the least number of hours in that program, preference will be given to the more (most) seniored bargaining unit member.
    - c. Personnel working less than 12 1/2 hours per week shall be offered additional hours last.
  2. Seniority shall not be credited for temporary hours.

13.5

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

13.6

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

13.7

Paraprofessionals shall normally be entitled to an unpaid sixty consecutive minute, duty-free lunch at the location of their choice except for paraprofessionals in orthopedic classrooms and in secondary schools.

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

Paraprofessionals in secondary schools will receive an unpaid thirty consecutive minute duty-free lunch at the location of their choice. Other arrangements may be made with the building administrator because of the program needs, but in no event, may this lunch break be less than thirty minutes.

In elementary schools where half-hour lunch programs exist, the lunch hour will be altered to coincide with the program needs, but in no event, will this break be less than thirty minutes.

13.8

#### Recess Duty

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

13.9

All paraprofessionals shall work on EPI, Inservice, and record days.

13.10

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

## ARTICLE 14 VACATIONS

14.1

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

14.2

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

14.3

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

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

14.4

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

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

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

## **ARTICLE 15 HOLIDAYS**

15.1

Beginning with the 1995-96 school year, the paid holidays are designated as Thanksgiving Day and the day after, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, Good Friday, Easter Monday, and Memorial Day. In order to be eligible for holiday pay an employee must be on a paid status immediately preceding and proceeding the holiday period. In addition, July 4th and Labor Day will be paid holidays for those employees who work the day before and the day after such holidays.

When one of the holidays falls on Sunday, the Monday shall be deemed the holiday. When one of said holidays falls on Saturday, then Friday shall be deemed the holiday except when December 24th

falls on a Saturday or Sunday, then the following Tuesday will be deemed the holiday. When New Year's Day falls on a Monday, then December 31st will be celebrated on Friday, December 29th.

Starting in the 1995-96 school year, the Fall Recess Day will be replaced by the celebration of Martin Luther King Day that will be designated by the District calendar.

#### 15.2

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

### ARTICLE 16 UNPAID LEAVES

#### 16.1

##### General Conditions

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

#### 16.2

##### Unpaid Leaves

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



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

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

- B. Union Office - A leave of absence of up to two (2) years shall be granted upon application for the purpose of serving as an officer of the union, or as an officer in its state or national affiliate.
- C. Parental/Child Care - Upon the employee's request a leave shall be granted to an employee within one year of the time she adopts a child, acquires a child by birth or marriage, or assumes the legal responsibility of a family. This leave will be granted for up to one year. After birth of the child or, in the event of death of the object child, the leave may be terminated by the employee with the sixty (60) day notice being waived. An extension of one year may be granted.
- D. General Purpose - A general purpose leave may be granted for a period of up to one year.
- E. Extended Medical Leave - Extended medical leaves for personal, physical or mental cause not covered by sick leave shall be granted for a period not to exceed one year upon written request of the paraprofessional provided medical verification is also provided.

## **ARTICLE 17 PAID LEAVES**

### 17.1

#### General Conditions

- A. The Board shall furnish all WWAP members their sick leave credit on their paychecks at the beginning of each school year. This sick leave credit will be prorated if employment is severed before the year is completed.
- B. Workers' Compensation  
Any employee who is absent because of an injury or disease payable under the Michigan Workers' Disability Compensation Act shall be treated in the following manner:
  - 1. For the first seven (7) calendar days of such absence, the employee shall be charged sick leave from his/her accumulated account or, if the employee so requests,

personal business leave. If the employee has exhausted sick leave and/or personal business leave, s/he shall be considered "absent without pay" for any absences not covered by his/her account.

If the employee's incapacitation continues to the 15th calendar day and/or beyond, the employee so affected shall have the sick leave and/or the first five (5) working days of his/her absence restored to his/her account.

2. If the employee incapacitation extends beyond the period of seven (7) calendar days, and it is determined that the injury/disability is payable under the Michigan Workers' Compensation Act, s/he shall not be charged sick leave and/or personal leave for any further absences for such incapacitation for a period of up to 90 days from the date of said injury. The employee shall also, during this period of time, receive from the Board the difference between his/her Workers' Disability Compensation check and his/her regular salary.
3. If the employee's incapacitation continues beyond the 90 day period stated in Article 17.1 (2) above, s/he shall continue to receive the difference between his/her Workers' Disability Compensation check and his/her regular salary to the extent and until such time as said employee has used up all of his/her remaining sick leave and/or personal leave days.
  - a. For purposes of this subsection, "full salary from the Board" shall mean the individual's contracted amount (standard hours). It shall not include extra work/extra pay assignments.
  - b. It is also understood that, after the 90 day period, the amount of sick leave and/or personal leave to be deducted from the employee's account will be 1/2 day for any full day's absence. If the employee is absent less than a full day, the employee will still be charged 1/2 day from his/her sick or personal leave account.

## 17.2

### Illness and Disability

- A. The unused portion of sick days shall accumulate from year to year to one hundred seventy two (172) days maximum. Those employees who work twelve (12) months can earn a maximum of (12) days per year and ten (10) month employees can earn a maximum of ten (10) days per year. The sick leave days may be taken by an employee for the following reasons and subject to the following conditions:

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

#### 17.3

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

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

#### 17.4

##### Personal Business Days

Full time WWAP paraprofessionals shall be allowed up to three (3) days per year for absences of a personal nature. Part time paraprofessionals shall be allowed up to three (3) half days per year for absences of a personal nature. During the course of the year, extenuating circumstances may require additional personal days. These additional days may be granted, subject to the approval of the Executive Director of Employee Services. Unused personal business days at the end of the school year shall be added to each individual's sick days.

##### Personal Business Day Limitations

Both parties clearly understand that the use of personal days is not valid for gaming days (for example, but not limited to, deer hunting, pheasant hunting, trout fishing), or for the purpose of Christmas shopping during the ten (10) days preceding Christmas. Further, business days may not be taken immediately preceding or following vacations, holidays, or recesses.

#### 17.5

Any paraprofessional called for jury duty, or who is subpoenaed to testify during work hours in a court of law, shall be paid her

full compensation for such time and in turn will submit to the Board the check received for such actions during regular working hours.

#### 17.6

##### Reserve/National Guard Duty

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

#### 17.7

##### Compensatory Time

- A. Subject to administrative approval, WWAP paraprofessional working additional hours shall be compensated with either compensatory time or monetary reimbursement as determined by the Executive Director of Employee Service. This determination shall be made in advance of the actual time worked.
- B. Paraprofessionals who do not normally work a five (5) day week and for whom a holiday as outlined in the Master Agreement falls on a non-scheduled work day shall receive compensatory time based on the following formula and example:

The total work hours normally scheduled per week will be divided by five (5) to obtain the average hours worked over a one (1) week period. This average shall be divided by the number of days normally scheduled per week to determine a daily or weekly amount of compensatory time to be taken the week following the holiday. The schedule of compensatory time shall be arranged with one's immediate supervisor.

EXAMPLE: Paraprofessional "A" works Monday thru Thursday (Monday - 8 hours, Tuesday - 8 hours, Wednesday - 3 hours and Thursday - 8 hours). The holiday falls on a Friday when Paraprofessional "A" is not normally scheduled. The formula will be calculated and taken as follows:  $8 \text{ hours} + 8 \text{ hours} + 3 \text{ hours} + 8 \text{ hours} = 27 \text{ hours}$  per week;  $27 \text{ hours} : 5 \text{ days} = 5.4 \text{ hours}$  average per day; compensatory time due;  $5.4 \text{ hours}$  or  $1.35 \text{ hours}$  per day ( $5.4 \text{ hours} : 4 = 1.35 \text{ hours}$ ) to be taken during the week following the holiday.

Monday-Thursday of the week following:

1 hour and 20 minutes of compensatory time taken per day as otherwise arranged to equate to 5.4 hours of compensatory time that week. If the compensatory is not provided the paraprofessional during the week following the holiday, she shall receive additional pay based on her hourly rate and a proration thereof for the compensatory time not provided.

17.8

Sick Days on Recall

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

17.9

Physical Examination Before Returning to Work

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

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

17.10

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

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

**ARTICLE 18  
INSURANCE PROTECTION**

18.1

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

18.2

The employer agrees to pay the full premium for hospitalization medical coverage for the full time paraprofessional and his/her family. The plans are Blue Cross/Blue Shield MVF-1 Plan, Master Medical with DC/DCCR, ML Rider; \$2.00 participatory drug plan, Prevent Rider (precertification of hospital admission), and MSO Mandatory Second Opinion Riders. In addition, the Health Alliance Plan and Care Choices are also available.

The choices for full time paraprofessionals eligible for health care coverage hired on or after March 1, 1989 are limited to Health Alliance Plan or Care Choices, or any other HMO which may be offered by the Board at the time of enrollment.

If a paraprofessional is covered by a two person or full family 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.

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

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

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

18.4

The Board agrees to provide a full family dental program with 100/60/60 coverage with an Orthodontic benefit rider for all full time paraprofessionals.

The Board agrees to provide without cost to all full time paraprofessionals long term disability coverage. This plan will include a 90 calendar day waiting period with a sick leave run-off. The benefit will be 66 2/3% of the monthly salary to a maximum of \$1,200.

If a WWAP member is eligible for health insurance through the Board, but is not covered by health insurance through the Board, s/he will be eligible to receive \$30.00 per day for 21 pays.

18.5

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

18.6

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

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

18.7

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

18.8

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

18.9

For all paraprofessionals insurance coverage shall be as follows:

- o Twenty-five (25) hours or more per week - full
- o Less than twelve and one-half (12.5) hours per week - zero.

18.10

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual the above mentioned fringe benefits shall continue throughout the balance of the school year (September 1 through August 31).

18.11

WWAP agrees to participate in the District study of employee insurance benefits.

## **ARTICLE 19 COMPENSATION**

19.1

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

19.2

Mileage

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

19.3

The following conditions shall apply to all overtime work.

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

19.4

The salary increase for 1993-94 and 1994-95 will be 0%.

The salary increase for 1995-96 will be 3%.

For the 1996-97 school year an 11th step (2.8% increase) will be added to the Part and Full Time Paraprofessional and Teacher Assistant Salary Schedules. A 5th Year (2.8% increase) will be added to the Nurse Assistants/COTA Assistants, and Physical Therapist Assistants Salary Schedule.

The salary increase for 1997-98 will be 2%.

Note: All raises are effective the first day of school.

19.5

On the anniversary date of employment, each paraprofessional shall be credited with incremental experience and moved one (1) step on the salary schedule until she reaches the maximum step.

19.6

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

19.7

Certification, Monetary Aide

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

19.8

Longevity will be paid on the following basis:

- 15 - 19 years of service in the District.....\$ 300
- 20 - 24 years of service in the District.....700
- 25 plus years of service in the District.....1,000



## 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.

### 20.1.1

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

### 20.2

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.

### 20.3

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

### 20.4

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.

### 20.5

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

### 20.6

#### 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 in effect as of the first day of school for the 1993-94 school year and shall continue in effect until June 30, 1998.
- 21.2 If, pursuant to negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written Agreement of the parties.
- 21.3 Copies of this Agreement shall be printed at the expense of the employer within 30 days after the Agreement is signed. The union shall have the responsibility of distributing the Agreement to the paraprofessional employees. In addition, the employer shall provide the union forty (40) copies per year in excess of the membership number of the bargaining unit at the time the Agreement is signed.

Wayne-Westland Association  
of Paraprofessionals

Cheryl A. Kasinen

Wayne-Westland  
Board of Education

[Signature]  
President

[Signature]  
Secretary

7-31-96  
Date

7/31/96  
Date

**APPENDIX A  
SALARY SCHEDULE**

FULL TIME/PART TIME PARAPROFESSIONALS

<u>Step</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
1	\$ 8.49	\$ 8.49	\$ 8.66
2	9.55	9.55	9.74
3	9.86	9.86	10.06
4	10.30	10.30	10.51
5	10.77	10.77	10.99
10	10.87	10.87	11.09
11		11.17	11.39

Note: All of the above schedules become effective on the first day of the school year. Beginning with the 1996-97 school year, an 11th year step is being added.

TEACHER ASSISTANTS

<u>Step</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
1	\$10.67	\$10.67	\$10.88
10	10.75	10.75	10.97
		11.05	11.27

Note: All of the above schedules become effective on the first day of the school year. Beginning with the 1996-97 school year, an 11th year step is being added.

REGISTERED NURSES, ADN/COTA ASSISTANTS  
PHYSICAL THERAPIST ASSISTANTS/CULINARY ARTS TECHNICIANS

<u>Step</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
1	\$17.21	\$17.21	\$17.55
5		17.69	18.04

Note: All of the above schedules become effective on the first day of the school year. Beginning with the 1996-97 school year, an 5th year step is being added.

Wayne—Westland Community Schools  
EVALUATION OF PARAPROFESSIONAL

Name \_\_\_\_\_ Building/Department \_\_\_\_\_  
 Date of Employment \_\_\_\_\_ Date of Evaluation \_\_\_\_\_  
 Semester: Winter \_\_\_\_\_ Spring \_\_\_\_\_

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

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

**A. HUMAN RELATIONS**

**Friendliness:**

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

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

Comments \_\_\_\_\_  
 \_\_\_\_\_

**Relationship with children:**

The concern for the academic and social well-being and needs of the child

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

Comments \_\_\_\_\_  
 \_\_\_\_\_

**Relationship with staff:**

The establishment of effective rapport with total staff

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

Comments \_\_\_\_\_  
 \_\_\_\_\_

**B. MOTIVATION AND PERFORMANCE**

**Accuracy:**

The correctness of work duties performed

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

Comments \_\_\_\_\_  
 \_\_\_\_\_

**Initiative:**

The ability to suggest and carry out new ideas for finding new and better ways of doing things

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

Comments \_\_\_\_\_  
\_\_\_\_\_

**Dependability:**

Dependable in performing required tasks

- |   |  |  |
|---|--|--|
| 1. _____<br>Requires little supervision;<br>is reliable | 2. _____<br>Usually takes care of and com-<br>pletes necessary tasks with<br>reasonable promptness | 3. _____<br>Requires close supervision; is<br>unreliable |
|---|--|--|

Comments \_\_\_\_\_  
\_\_\_\_\_

**Job Knowledge:**

Information concerning tasks which an individual should know

- |  |  |   |
|--|--|---|
| 1. _____<br>Understands all phases of<br>assigned duties; requires little<br>repetition of instruction | 2. _____<br>Requires minimal repetition of<br>instructions | 3. _____<br>Requires constant instruction re-<br>lated to assigned duties |
|--|--|---|

Comments \_\_\_\_\_  
\_\_\_\_\_

**C. PERSONAL ATTRIBUTES:**

**Personality:**

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

- |  |  |  |
|--|--|--|
| 1. _____<br>Very desirable personality<br>for this job | 2. _____<br>Personality satisfactory for<br>this job | 3. _____<br>Personality unsatisfactory for<br>this job |
|--|--|--|

Comments \_\_\_\_\_  
\_\_\_\_\_

**Attendance:**

Faithful in coming to work and conforming to work hours

- |   |   |  |
|---|---|--|
| 1. _____<br>Very prompt, regular in<br>attendance | 2. _____<br>Usually present and on time | 3. _____<br>Lax in attendance and/or fre-<br>quently reports for work late |
|---|---|--|

Comments \_\_\_\_\_  
\_\_\_\_\_

**Emotional Stability:**

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

- |   |   |   |
|---|---|---|
| 1. _____<br>Accepts and copes with prob-<br>lems and new situations | 2. _____<br>Usually remains calm; oc-<br>asionally has difficulty<br>coping with new situations | 3. _____<br>Unable to cope with new<br>situations |
|---|---|---|

Comments \_\_\_\_\_  
\_\_\_\_\_

OVERALL EVALUATION.

- Above average for job requirement
- Average for job requirement
- Substandard for job requirement

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(Administrator's Signature)

\_\_\_\_\_  
(date)

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

### APPENDIX C

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

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

## APPENDIX D

### OVERLOAD AGREEMENT - LD/EI/EMI CLASSROOMS

With prejudice to their positions regarding overload aides for LD/EI/EMI classrooms, the parties agree to the following:

1. This Agreement only applies to the use of overload paraprofessionals in self-contained LD, EI and EMI classrooms.
2. The overload paraprofessional will be added on the sixth day after the student(s) which caused the situation have started.
3. The overload positions will be offered to laid off paraprofessionals by seniority. They shall be members of the WWAP bargaining unit.
4. Refusal to accept such position will not be cause for loss of recall rights.
5. The Association shall waive the posting requirements in Article XI for these positions.
6. Laid off paraprofessionals accepting such positions will accumulate seniority but will not have transfer rights.
7. A paraprofessional laid off during the school year will have the right based on seniority to bump into the overload positions.
8. A laid off paraprofessional accepting a position in an overloaded LD/EI/EMI classroom shall retain her rights to recall to other bargaining unit positions.
9. An overload LD/EI/EMI classroom position shall not be considered one for minimal displacement.
10. The overload paraprofessional will do bussing with the regular paraprofessionals assigned.
11. The overload paraprofessional may be laid off at such time as the number of students in the overload situation diminish so as to eliminate the overload situation or upon approval by the State Department of Education of a deviation which does not require the overload paraprofessional.
12. Recalled paraprofessionals will receive regular pay and fringes while performing in overload position.
13. If all load off paraprofessionals have refused an overload position, it may be filled from without the bargaining unit. In such cases, the person hired will not be part of the paraprofessional organization.



## APPENDIX E

- A. Any full-time paraprofessional and/or teacher assistant working in Adult/Community Education Program(s) shall be considered to have an extra-work assignment in such program(s), such person shall not be entitled to have a duplication of benefits.
- B. This collective bargaining Agreement shall apply in full force to all part time paraprofessionals, part time teacher assistants, part time registered nurses ADN, COTA's and PTA's whose standard hours are between 12.5 - 24.9 hours weekly with the following
1. Article 14 does not apply.
  2. The following shall be paid holidays. The number of hours paid will be based on the formula outlined in Article 17.7.
    - a. Thanksgiving Day
    - b. Day after Thanksgiving
    - c. Christmas Eve Day
    - d. Christmas Day
    - e. New Year's Eve Day
    - f. New Year's Day
    - \*g. Martin Luther King Day
    - \*h. Good Friday
    - \*i. Easter Monday
- \*Effective beginning the 1996-97 school year.
3. Article 17 shall apply with the following notation:

Effective beginning with the 1995-96 school year, both sick days and personal business days will be credited as outlined in Article 17 with no reference to hours worked per day. All hourly sick and personal business banks as of the signing of this Agreement will be converted to days.
  4. Effective January 1, 1996, no additional employees may enroll in the Co-Op Optical Plan.

Effective July 1, 1996, the Co-Op Optical Plan will be eliminated for those part time paraprofessionals currently enrolled.
  5. Part time paraprofessionals will have the same pay schedule and incremental steps as the full time paraprofessionals.

6. 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.

## APPENDIX F

The Wayne-Westland Association of Paraprofessionals and the Wayne-Westland Board of Education agree to the following relative to Registered Nurses ADN, COTA's and PTA's:

All Registered Nurses ADN, COTA's and PTA's working 12.5 hours or more per week are members of the WWAP.

Registered Nurses ADN, COTA's and PTA's who work a minimum of 25 hours per week shall be considered full time employees and be eligible to receive all applicable benefits in accordance with the WWAP Master Agreement.

Registered Nurses ADN, COTA's and PTA's working part time between 12.5 and 24.9 hours per week shall receive all applicable benefits in accordance with the WWAP Master Agreement (Appendix C).

Seniority for COTA's and PTA's will be granted as of date of hire in WWAP.

Seniority for Registered Nurses ADN/Part Time Registered Nurses ADN will be granted as of date of hire in WWAP.

For Registered Nurses ADN, the portion of the WWAP Agreement, including sick days, personal business days and holidays will be retroactive to October 1, 1991. Employees eligible for insurance benefits may enroll in said benefits where applicable effective March 1, 1992.

## APPENDIX G

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. All employees will be informed of the new language by the Union before ratification.
2. Every effort will be made by Management to notify the employees of this change.
  - a. The parties will develop a questionnaire and/or affidavit form to be sent to all employees.
  - b. Those employees who think that they still qualify for health coverage will need to bring a copy of the policy under question to the Employee Services Division for the purpose of verifying as to whether or not it is below the standards stated in Article 18.2.
  - c. Employees are required to notify the school district of any changes in their status.
  - d. 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.

- e. 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. Such notification will not start before October 1, 1985.

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.

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.

