

4138

6/30/2001

**Agreement**  
between

# W-WCOAA

**Wayne-Westland  
Central Office Administrators  
Association**

and the

**Board of Education**

**Wayne-Westland Community Schools**

**JULY 1, 1998 - JUNE 30, 2001**

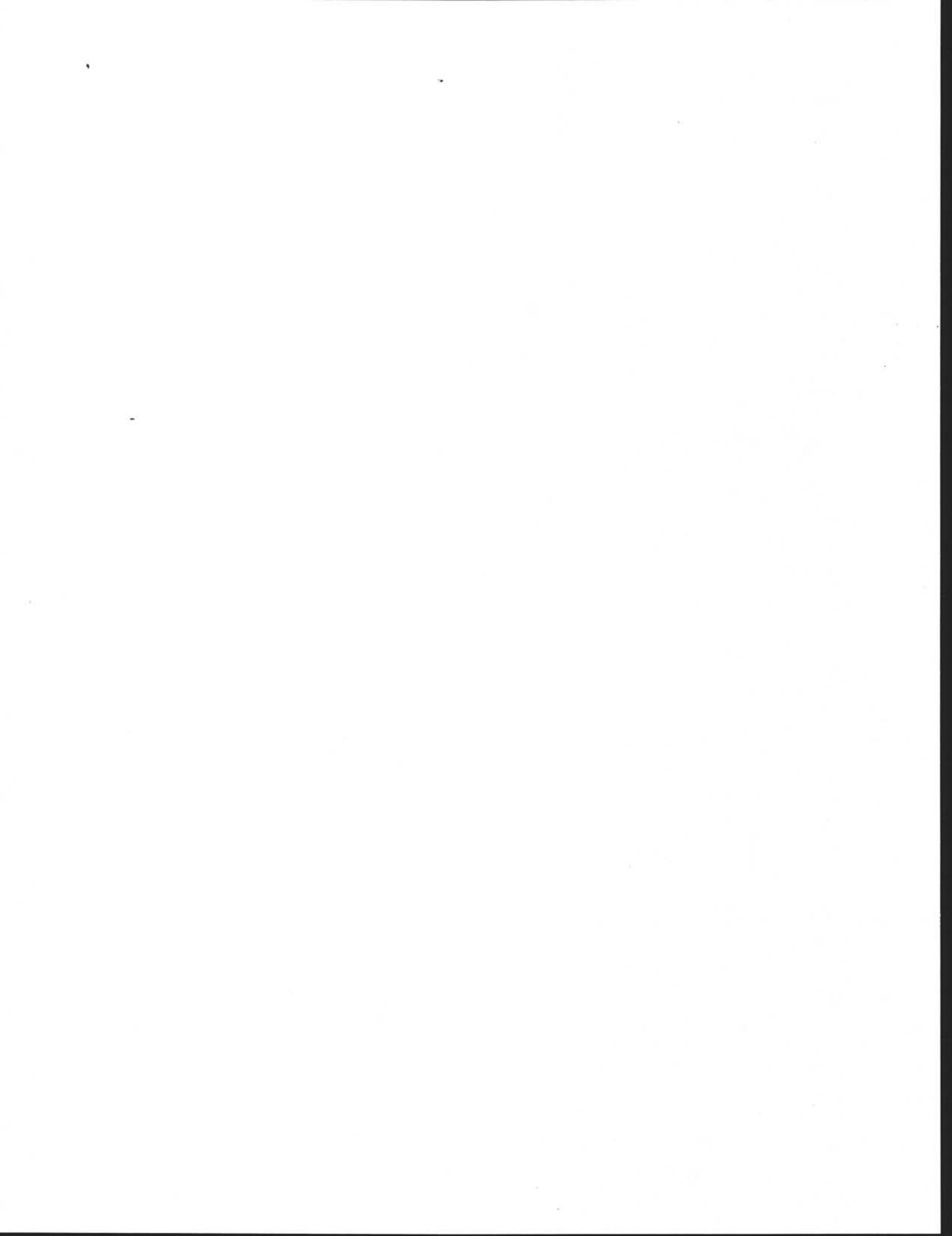
*Wayne-Westland Community Schools*





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## ARTICLE 1 RECOGNITION AND DEFINITIONS

### 1.1

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

### 1.2

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

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

**BOARD** shall mean the Board of Education.

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

**DISTRICT** shall mean the Wayne-Westland Community School District.

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

## ARTICLE 2 BOARD RIGHTS AND RESPONSIBILITIES

### 2.1

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

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

which it considers necessary or advisable for the safe, effective, and efficient operation of the District. Any Member who violates or fails to comply herewith shall be subject to such provisions of this Agreement which relate to discipline or discharge.

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

## **2.2**

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

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

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

## **2.3**

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

## **2.4**

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

## ARTICLE 3 ASSOCIATION RIGHTS AND RESPONSIBILITIES

### 3.1

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

### 3.2

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

### 3.3

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

### 3.4

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

### 3.5

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

### 3.6

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

**3.7**

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

**3.8**

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

**3.9**

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

**3.10**

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

**3.11**

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

**3.12**

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

**ARTICLE 4  
WORK YEAR**

**4.1**

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



Each Member is salaried. His/her annual salary is comprised of his/her individual contract, extra hours/degree stipend, and longevity.

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

Members will receive their individual contracts in 26 equal bi-weekly payments.

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

#### 4.2

The following paid holidays will be observed:

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

#### 4.3

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

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

## **ARTICLE 5 EMPLOYMENT SECURITY**

#### 5.1

Each Member shall be given a one year individual contract and shall be notified, in writing, by March 15 annually of his/her administrative assignment for the succeeding school year.

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

A Member facing discharge shall be granted, upon request, a hearing before the Board to discuss the termination. The Member may be accompanied by a representative of the Association and/or his/her personal attorney.

## 5.2

Individual contracts with individual Members shall not conflict with the terms and conditions of this Agreement.

## 5.3

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

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

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

## 5.4

The District will only discipline a Member for just cause.

## 5.5

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

## 5.6

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

**5.7**

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

**5.8**

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

**5.9**

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

**5.10**

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

**5.11**

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

**5.12**

Should it become necessary to reduce the number of positions in the Association, the District will inform the Association of the reasons for the reductions. The Association shall be given the opportunity to suggest alternatives to such reductions before the reductions are acted upon.

**5.13**

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

**5.14**

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

**5.15**

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

**5.16**

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

**5.17**

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

**ARTICLE 6  
GRIEVANCE PROCEDURE**

**6.1**

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

**6.2**

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

**6.3**

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

**6.4**

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

### 6.5

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

### 6.6

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

### 6.7

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

### 6.8

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

### 6.9

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

### 6.10

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

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

**6.11**

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

**6.12**

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

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

The American Arbitration Association shall govern the arbitration hearing. The Arbitrator shall have no power to alter, add to or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator and agree the judgment thereof may be entered into any court of competent jurisdiction.

**6.13**

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

**6.14**

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

**6.15**

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

**ARTICLE 7  
STAFFING METHODS AND PROCEDURES**

**7.1**

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

**7.2**

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

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

## **ARTICLE 8 EMPLOYEE EVALUATIONS**

### **8.1**

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

### **8.2**

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

### **8.3**

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

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

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

### **8.4**

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

## **ARTICLE 9 LEAVES OF ABSENCE**

### **9.1**

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

## **9.2**

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

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

## **9.3**

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

## **9.4**

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

## **9.5**

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

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

## **9.6**

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

## **9.7**

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



### **9.8**

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

### **9.9**

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

### **9.10**

Effective July 1 annually, the Association will be credited with a Sick Bank of 100 days for the upcoming school year. Unused Sick Bank days will not be carried over from year to year.

Members may, upon application, make reasonable withdrawals from the Sick Bank when they have met the following conditions:

- a. The Member must be sick a minimum of twenty-five (25) consecutive work days before qualifying for use of sick days from the Sick Bank.
- b. Members cannot have a balance of sick days remaining in their own personal sick banks.
- c. Members will provide medical verification of their illnesses.
- d. Members eligible for sick days from the Sick Bank will be limited to the number of days necessary to meet the requirement for their LTD policies.
- e. Members who draw from the Sick Bank are not obligated to repay such days.
- f. When Members are back to work following a withdrawal of Sick Bank days for less than sixty (60) calendar days and suffer a recurrence of the same illness, they will not be subject to the 25 day deductible described in (a) above for that recurrence.

### **9.11**

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

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

#### **9.12**

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

#### **9.13**

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

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

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

#### **9.14**

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

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

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

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

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

**ARTICLE 10  
SALARY AND FRINGE BENEFITS**

**10.1**

1998-99 Add Grades 1, 2, 15, and 16. Delete Step 1 of the 1997-98 Salary Schedule, shift Steps down, add a 3% Step 6 and a 3% Step 7.

A Member receiving an upgrade of one Grade level will be placed one Step lower than his/her current Step. A Member receiving an upgrade of more than one Grade level will be placed two Steps lower than his/her current Step.

1999-00 Improve the 1998-1999 Salary Schedule by 2.5%.

2000-01 Improve the 1999-2000 Salary Schedule by 2.5%.

**10.2**

An allowance of \$40 per hour for graduate hours beyond the Masters Degree from an accredited college or university or from an institution approved by an accredited agency recognized by COPA will be paid. Payment for accredited hours is not to exceed 30 hours. Any college, university, or institution must have the prior approval of the Superintendent.

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

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

Ed Specialist.....	\$2,000
Ph.D., E.D.D., J.D., or L.L.D.....	\$2,500

**10.3**

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

**10.4**

A Member called for jury duty shall receive his/her full salary for the time period s/he is serving. Compensation received for jury duty will be turned over to the

District. The District will reimburse the Member for all associated parking fees and mileage.

### **10.5**

In recognition of extended service to the District the Board agrees to provide Members having ten (10) or more years of in-district service additional compensation upon severance of employment.

- a. Severance for death, disability, or retirement, the affected Member or estate shall be paid an amount equal to 8% of his/her current annual salary.
- b. Should a Member resign after fifteen (15) or more years of service, the affected Member will be paid an amount equal to 5% of his/her current annual salary.

### **10.6**

Should a Member having ten (10) or more years of in-district service sever employment with the District s/he will be paid \$20.00 per day for each of his/her accumulated sick days.

### **10.7**

The Board agrees to provide those Members not covered by any other employer paid group hospital/medical insurance program a traditional full family hospital-medical insurance program with 100% hospitalization/90% major medical coverage, deductibles of \$100 single/\$200 full family, and \$5 prescription co-pay, with XVA2 Rider or a HMO with no deductibles, no medical co-pays, and \$5 prescription co-pay, with XVA2 Rider. Employees not signing up for health coverage benefits will receive forty-five dollars (\$45.00) per pay for 26 pays.

### **10.8**

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

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

dependent children under another employer's hospital-medical insurance coverage.

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

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

other insurance benefits (e.g., life insurance, LTD insurance) by dropping or reducing his/her employer paid hospital-medical insurance program.

- (7) Dual hospital-medical insurance coverage shall be allowed for the Member and his/her coverage dependents, when the spouse's policy does not provide for said coverage.
- (8) The District shall allow dual hospital-medical insurance coverage when the spouse's employer paid hospital-medical insurance program covers less than 80% of reasonable and customary benefits provided by the traditional full family hospital-medical insurance program identified in Article 10.7 above, including deductible.

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

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

#### **10.9**

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

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

#### **10.10**

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

**10.11**

The District agrees to provide a full family dental insurance plan equivalent to 100% Class I (Preventative/Maintenance), 90% Class II and Class III (Basic/Major), with a calendar year maximum of \$1,000 per eligible dependent and 90% Class IV (Orthodontic) coverage with a lifetime maximum of \$1,500 per eligible dependent.

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

**10.12**

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

**10.13**

Members in Grades 1 - 15 using their own transportation for carrying out responsibilities for school business will be reimbursed for the mileage at the IRS approved rate.

**10.14**

Longevity will be paid on the following basis:

15 - 19 years of service in the District	\$1,000
20 - 24 years of service in the District	\$1,500
25 plus years of service in the District	\$2,000

**10.15**

Members may have a physical examination every two years. The District will pay up to \$250 of the amount not covered by medical insurance coverage. Receipts must be provided, and a signed copy of the examination must be provided to the Employee Services Division for placement in the Member's personnel file.

**10.16**

Any Member who is absent because of an injury or disease payable under the Michigan Workers' Disability Compensation Act shall be treated in the following manner:

1. For the first 7 calendar days of such absence, the Member shall be charged sick leave from his/her accumulated account or, if the Member so requests, personal business leave. If the Member has exhausted sick leave and/or personal business leave, s/he shall be considered "absent without pay" for any absences not covered by his/her accounts.
2. If the Member's incapacitation extends beyond the period of 7 calendar days, and it is determined that the injury/disability is payable under the Michigan Workers' Compensation Act, s/he shall not be charged sick leave and/or personal

leave for any further absences for such incapacitation for 90 calendar days from the date of said injury. Said Member shall also, during this period of time, receive from the District the difference between his/her Workers' Disability Compensation check and his/her regular salary.

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

#### **10.17**

In addition to other compensations specified throughout the Master Agreement, Members in Grade 16 will receive \$200 each month as taxable compensation for extra assignments, i.e. attending all School Board Meetings and other functions as necessary.

#### **10.18**

A Member in Grade 16 using his/her personal vehicle for School District business will be reimbursed for mileage at the IRS approved rate for round trips exceeding 200 miles.

## **ARTICLE 11 ENTIRE AGREEMENT CLAUSE**

#### **11.1**

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



**11.2**

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

**ARTICLE 12  
MISCELLANEOUS**

**12.1**

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

**12.2**

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

**12.3**

The District shall provide, at no cost to any Member, a legal liability policy (Errors and Omission). No Member shall pay any deductible.

**ARTICLE 13  
DURATION OF AGREEMENT**


This Agreement becomes effective July 1, 1998, and shall continue in full force and effect through June 30, 2001.

The Association (W-WCOAA) may notify, by registered mail, the Board of Education, no later than June 1, 2001, of its desire to terminate, modify or amend this Agreement. Upon receipt of this notice, the parties will promptly make arrangement to commence negotiating a successor contract.

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

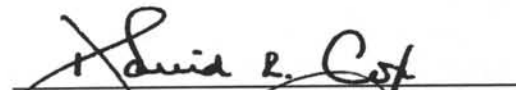
Wayne-Westland Central Office  
Administrators' Association

Wayne-Westland Community  
Schools, Board of Education


  
\_\_\_\_\_  
John J. Mills  
President

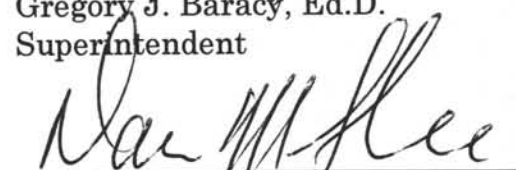
  
\_\_\_\_\_  
Dennis R. Barratt  
Vice-President

Date: December 7, 1998

  
\_\_\_\_\_  
David R. Cox  
President

  
\_\_\_\_\_  
Martha Pitsenbarger  
Secretary

  
\_\_\_\_\_  
Gregory J. Baracy, Ed.D.  
Superintendent

  
\_\_\_\_\_  
Dan M. Slee  
Assistant Superintendent  
for Employee Services

**ARTICLE 14  
CLASSIFICATIONS**

<u>GRADE</u>	<u>POSITION</u>
16	Executive Director of Elementary Education (Executive Director of Secondary Education) Executive Director of Special Education
15	Executive Director of Employee Services Executive Director of Maintenance and Operations
14	Executive Director of Computer Services Executive Director of Curriculum and Staff Development Executive Director of Student Services
13	Director of ACE Director of Alternative Education Director of Finance Director of Special Education
12	Director of Transportation
11	Supervisor of Title 1
10	Programmer Analyst Supervisor of Custodial Operations Supervisor of Business/Warehouse
9	Supervisor of Transportation Supervisor of Head Start
8	
7	Executive Secretary to the Superintendent Supervisor of Garage Operations
6	Executive Secretary to the Board of Education
5	Executive Secretary Dispatcher
4	Excluded Secretary
3	
2	
1	Coordinator of Senior Citizens Program

### 1998-99 Salary Schedule

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
16	69,144	72,602	76,232	80,043	84,045	86,567	89,164
15	65,852	69,144	72,602	76,232	80,043	82,445	84,918
14	63,876	67,070	70,423	73,944	77,642	79,971	82,370
13	61,960	65,058	68,311	71,726	75,313	77,572	79,899
12	58,028	60,927	63,974	67,171	70,534	72,650	74,830
11	54,131	56,840	59,680	62,662	65,801	67,775	69,808
10	50,563	53,090	55,747	58,535	61,461	63,305	65,204
9	46,504	48,830	51,273	53,832	56,524	58,220	59,966
8	43,249	45,413	47,682	50,065	52,567	54,144	55,768
7	40,223	42,234	44,346	46,563	48,893	50,360	51,871
6	37,502	39,378	41,347	43,415	45,585	46,953	48,361
5	34,787	36,526	38,352	40,273	42,287	43,556	44,862
4	31,297	33,022	34,836	36,748	38,766	39,929	41,127
3	29,110	30,566	32,093	33,698	35,382	36,443	37,537
2	27,655	29,037	30,489	32,014	33,614	34,623	35,661
1	26,272	27,585	28,965	30,413	31,934	32,892	33,878

### 1999-00 Salary Schedule

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
16	70,873	74,417	78,137	82,044	86,147	88,731	91,393
15	67,498	70,873	74,417	78,137	82,044	84,506	87,041
14	65,473	68,747	72,184	75,793	79,583	81,970	84,429
13	63,509	66,684	70,019	73,520	77,196	79,511	81,897
12	59,479	62,450	65,573	68,850	72,297	74,466	76,700
11	55,484	58,261	61,172	64,229	67,446	69,469	71,553
10	51,827	54,417	57,141	59,998	62,998	64,887	66,834
9	47,667	50,051	52,555	55,178	57,937	59,675	61,465
8	44,330	46,548	48,874	51,317	53,881	55,498	57,163
7	41,229	43,290	45,455	47,727	50,115	51,619	53,167
6	38,440	40,362	42,381	44,500	46,725	48,126	49,570
5	35,657	37,439	39,311	41,280	43,344	44,645	45,984
4	32,079	33,848	35,707	37,667	39,735	40,927	42,155
3	29,838	31,330	32,895	34,540	36,267	37,355	38,475
2	28,346	29,763	31,251	32,814	34,455	35,488	36,553
1	26,929	28,275	29,689	31,173	32,732	33,714	34,725

## 2000-01 Salary Schedule

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
16	72,645	76,277	80,091	84,095	88,300	90,949	93,678
15	69,186	72,645	76,277	80,091	84,095	86,618	89,217
14	67,110	70,465	73,988	77,688	81,572	84,019	86,540
13	65,097	68,352	71,769	75,358	79,125	81,499	83,944
12	60,966	64,011	67,213	70,572	74,105	76,328	78,618
11	56,871	59,718	62,701	65,834	69,132	71,206	73,342
10	53,123	55,778	58,569	61,498	64,572	66,510	68,505
9	48,858	51,302	53,869	56,557	59,386	61,167	63,002
8	45,438	47,712	50,096	52,600	55,228	56,885	58,592
7	42,259	44,372	46,591	48,920	51,368	52,909	54,497
6	39,401	41,372	43,440	45,613	47,893	49,330	50,809
5	36,548	38,375	40,294	42,312	44,428	45,761	47,133
4	32,881	34,694	36,600	38,608	40,729	41,950	43,209
3	30,584	32,113	33,718	35,404	37,173	38,288	39,437
2	29,055	30,507	32,033	33,634	35,316	36,375	37,467
1	27,602	28,982	30,431	31,953	33,550	34,557	35,593

