

**AGREEMENT BETWEEN**

**BOARD OF EDUCATION OF WAYLAND UNION SCHOOLS**

**AND**

**LOCAL 517M OF THE SERVICE EMPLOYEES  
INTERNATIONAL UNION  
TEACHERS AIDES**

**September 1, 2015**

**Through**

**August 31, 2020**

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**ARTICLE I**  
**AGREEMENT**

This Agreement entered into this June 14, 2018 by and between the BOARD OF EDUCATION OF WAYLAND SCHOOLS, Wayland, Michigan, hereinafter called the "Employer" or the "Board," and the Local 517M of the SERVICE EMPLOYEES INTERNATIONAL UNION, hereinafter called the "SEIU" or "Union," through its local affiliate, Unit 88.

**ARTICLE II**  
**PURPOSE**

**Section 1.** This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

**Section 2.** The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

**Section 3.** The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written mutual consent.

**ARTICLE III**  
**RECOGNITION**

**Section 1.** The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time Teacher Aides including Special Education, Title I, Regular and Clerical Aides and Library Assistants of the Employer, and also including new or changed Teacher Aide classifications, but excluding all others, including the following: Supervisors, bus drivers, and custodial maintenance employees.

**Section 2.** Unless otherwise indicated, the term "Employee" when used hereinafter in the Agreement shall refer to members of the above-defined bargaining unit.

**Section 3.** The Board agrees to share a monthly personnel report or other communications with the Union if there are any bargaining unit members that are on leaves of absence extending one(1) month or more, or that have left the employment of the District for any reason. If there are no changes for a month, then no report needs to be supplied. New employee data will be communicated to the Union with five (5) business days of the new hire meeting with HR, unless there are extenuating circumstances.

## **ARTICLE IV**

### **EXTENT OF AGREEMENT**

**Section 1.** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

**Section 2.** Any individual contract between the Employer and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any provision inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

**Section 3.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Although such subjects and matters need not be collectively bargained, both the Employer and the Union agree to discuss them at the conferences described in Section 4 of this Article.

**Section 4.** Subject to the preceding Sections of this Article, special conferences for important matters will be arranged between the Unit President or his designee and the Employer's designated representative upon the request of either party.

## **ARTICLE V**

### **MANAGEMENT RIGHTS**

**Section 1.** The Union recognizes that the Employer has the responsibility and the authority to manage and direct all of the operations and activities of the District to the full extent authorized by law, that all of the rights and powers that the Employer had prior to the execution of this Agreement are retained by the Employer, and that nothing in the Agreement shall be deemed to limit or control the exercise of the same unless, and only to the extent, they are expressly and specifically limited by this Agreement.

These rights and powers, include, but are not limited to: the rights to hire, direct, assign, recall, demote and promote employees; to reprimand, suspend, and discharge employees for just cause; to lay off employees for lack of work or other legitimate reason; to reduce the work day or work week or effect reductions in hours by combining layoffs and reductions in workday or work week; to select employees for promotion or transfer to supervisory or other positions outside the bargaining unit; to determine the qualifications and competency of employees to perform available work; to change and eliminate job classifications; to establish new classifications and the work content of existing classifications; to maintain discipline, order and efficiency of employees; to plan for and manage its affairs efficiently and economically, including the determination of the quantity and quality of service to be performed; to determine the number of employees assigned to any operations, to determine the labor requirements of the District and to determine and adjust the size of the work force and to determine and adjust the schedules of work; to determine and adjust the means, methods and procedures of work and to introduce new and improved means, methods and procedures and eliminate existing means, methods and procedures; to discontinue any service, function or operation; to establish, revise and maintain and enforce work standards.

**Section 2.** Except as otherwise provided herein, all reasonable rules, regulations, policies, procedures, and practices of the Employer shall remain in full force and effect and may be changed, updated and supplemented from time to time, provided that they do not conflict with an express limitation in this Agreement. It is specifically understood, without limiting the generality of the foregoing, that the Employer shall have the right to make reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining safety, discipline, security, efficient and/or effective operations. The Employer shall make the employees aware of new or modified rules and regulations prior to implementation. The rules and regulations shall not limit the Employer's right to discipline or discharge employees under appropriate circumstances, whether or not the cause for such action is addressed in said rules.

**Section 3.** Supervisory personnel and other employees of the Employer not included in the bargaining unit represented by the Union may perform any work, including work ordinarily done by members of the bargaining unit represented by the Union.

**Section 4.** The Employer's right to transfer employees will be exercised in accordance with the following:

- a) If the transfer occurs in connection with a layoff situation, the procedures set forth in the last paragraph of Section 2, Article XII, Layoff and Recall, will be observed.
- b) In all other cases of transfer, the Union and the employee will be given a prior opportunity to meet with the Employer and discuss the impact of such transfer.

## **ARTICLE VI**

### **UNION RIGHTS AND SECURITY**

**Section 1.** The Union shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- a) The Union and its members shall have the right to use school building rooms for meeting purposes at all reasonable hours as other community groups, using the same requisition forms and procedures as other community groups. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union, either on or off school premises.

b) Bulletin Boards and Schools Mails. The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials. The Union shall also have the right to use the school mails to distribute Union material.

c) Union Representatives. Duly authorized representatives of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with nor interrupt normal school operations or an employee's assigned duties. Upon entering school buildings, Union representatives will notify the appropriate building administrators of their presence.

d) Union Representation. Employees shall be represented by Union Steward, or in the absence of the regular Steward, by an Alternate Steward. Both Stewards and Alternate Stewards shall be regular employees of the bargaining unit. The Union shall furnish, in writing, to the Employer, the names of Stewards and Alternate Stewards upon their election or appointment.

e) The Employer agrees to furnish to the Union in response to a reasonable request from time to time, all available information of a public nature concerning the financial resources of the District and such other information of a public nature as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process grievances or complaints.

**Section 2. Union leave.** The Employer shall provide up to sixteen (16) hours per contract year (July 1 through June 30) of released time for the handling of Union business during the affected employee's regular work hours. The use of such released time must be approved in advance by the Local President. The affected employee's absence from work shall be in increments of half-days and full days with four hours or less constituting a half day and more than four hours constituting a full day. The Employer shall be given reasonable advance notice of any such absence from work. Only one employee shall be absent at any time. If the Employer obtains a substitute, the Union shall reimburse the Employer at the substitute's rate of pay.

## ARTICLE VII

### NO DISCRIMINATION

**Section 1.** The Employer and the Union agree that neither will discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, physical characteristics, or marital status. A claimed violation of this Article may be the subject of a grievance, but shall not be arbitrated without the Employer's consent. However, to expedite grievance processing, any grievance which alleges a violation of this Section shall be initially filed at Level Two of the grievance procedure.

## ARTICLE VIII

### DISCIPLINE AND EMPLOYEE RIGHTS

**Section 1.** No employee shall be disciplined without just cause. Employees will be informed of applicable reasonable rules and policies governing their conduct prior to the imposition of any discipline based upon a violation of such rules and policies.

**Section 2.** An employee shall be entitled to have present a representative of the Union during any disciplinary action when such action will become part of the employee's personnel file. When a request for representation is made, no action shall be taken with respect to the employee until such representative is present. In the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

**Section 3.** Any formal complaint made against an employee by any parent, student, or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used in any disciplinary action against the employee.

**Section 4.** It is agreed and understood that under normal circumstances the following progressive system of discipline shall be followed in disciplining employees:

- a) Verbal Warning. This verbal warning shall be documented with date and topic.
- b) Written reprimand
- c) Suspension without pay



d) Dismissal

Further, it is agreed and understood that there may be a combination or acceleration of such steps in a serious case.

## **ARTICLE IX GRIEVANCE PROCEDURE**

**Section 1.** A grievance shall be an alleged violation, misinterpretation, or misapplication of the expressed terms of this Agreement. It is expressly understood that, if the application or enforcement of a Board policy or regulation causes such alleged violation of a term of this Agreement, the application or enforcement of such policy or regulation may be challenged by a grievance.

**Section 2.** The Union shall designate a representative to handle grievances. The Employer hereby designates the applicable Supervisor, or his designee, to act as its representative at Level One as hereinafter described, and the Superintendent, or his designated representative, to act at Level Two as hereinafter described.

**Section 3.** The term "days" herein used shall mean business working days.

**Section 4. Level One.** An employee, group of employees, or the Union, believing themselves wronged by an alleged violation of the expressed provisions of this Agreement, shall, within twenty (20) days of its alleged occurrence, orally discuss the matter with the Supervisor in an attempt to resolve same. The supervisor shall provide his/her response within three (3) days of the discussion. If the supervisor's response does not satisfactorily resolve the grievance, the Union may proceed to Level Two.

**Section 5. Level Two.** A written grievance shall be filed with the Superintendent within five (5) days from the date of the Supervisor's response. Within five (5) days of receipt of the grievance, the Superintendent or his designated representative shall arrange a meeting with the grievant and/or the designated Union representative, at the option of the grievant, to discuss the grievance. Such meeting shall be held no later than five (5) days from the date the grievance is submitted to the Superintendent. Within five (5) days of the meeting, the Superintendent or his designated representative shall render his/her decision in writing, with the disposition of the grievance, transmitting a copy of the same to the grievant, the Union secretary, the

appropriate Supervisor, and place a copy of same in a permanent grievance file in the office of the Superintendent.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the grievant may appeal same to the Board of Education by filing a written grievance, along with the decision of the Superintendent, or his designated representative, with the Secretary of the Board within fifteen (15) days of the receipt of the Superintendent's written decision. The grievance will be placed on the agenda of the next Board meeting as long as it is submitted not less than seven (7) days prior to the next regularly scheduled Board meeting.

**Section 6. Level Three.** Upon proper application as specified in Level Two, the Employer shall allow the employee, or his Union representative, an opportunity to be heard at the Board meeting for which the grievance is scheduled. Within fifteen (15) days from the hearing of the grievance, the Employer shall render its decision in writing. The Employer may hold future hearings therein, may designate one or more of its members to hold future meetings therein, or otherwise investigate the grievance, provided, however, that in no event, except with expressed written consent of the Union, final determination of the grievance be made by the Employer more than fifteen (15) days after the initial meeting.

**Section 7.** The number of days indicated at each level may be waived by mutual written consent of the Employer representative and the grievant/Union.

**Section 8.** All grievance procedures and investigations by the Union will be processed during times which do not interfere with assigned duties.

**Section 9.** Any individual employee, at any time, may present a grievance to his Employer and have the grievance adjusted without intervention of the Union representative, if the adjustment is not inconsistent with the terms of the Contract or Agreement then in effect. The Union representative will not be denied the opportunity to be present at such adjustment.

**Section 10.** Back pay adjustments, where applicable, will be limited to the date the alleged violation occurred, and to the amount actually lost, with deduction of all sums earned, or which, by the exercise of reasonable diligence, would have been earned during the back pay period. The Employer will have no liability for any special compensation claim.

**Section 11.** The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any employee of any legal right which he presently has, provided that, if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provision of this Article.

**Section 12.** In the course of investigation of any grievance, representatives of the Union will report to the principal or other Supervisor of the building being visited and state the purpose of the visit immediately.

**Section 13.** Every effort will be made to avoid the involvement of students in all phases of the grievance procedure.

**Section 14.** The enclosed written grievance form shall be mutually agreed upon and must be used by the Employer and the Union. A reasonable supply of the form shall, at the beginning of the contract, be supplied to the Union. All persons involved in the grievance shall have a copy of the grievance form.

**Section 15.** If the grievance is not settled as a result of such final determination by the Employer, the Union shall have the right to appeal the dispute to an impartial arbitrator. Such appeal must be taken by written notice given to the other party within five (5) days from the date the Employer's final answer is given. If the parties cannot agree upon such arbitrator within ten (10) days after the notice is given, then they shall select such arbitrator in accordance with the rules of the American Arbitration Association.

**Section 16.** It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

a) It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or Union, nor shall the arbitrator exercise any responsibility or function of the Employer or the Union. The decision of the arbitrator shall be final and binding on both parties.

b) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

c) No decision in any one case shall require a retroactive adjustment in any other case.

d) The arbitrator shall have no power to establish salary scales.

**Section 17.** The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Employer shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as may be possible.

**Section 18.** Notwithstanding the expiration of this Agreement, any claim or grievance arising and properly filed thereunder may continue to be processed through the grievance procedure until resolution.

**Section 19.** If any individual employee has a personal complaint which he desires to discuss with the Superintendent, he is free to do so.

**Section 20.** If any employee for whom a grievance is sustained is found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he is found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

**Section 21.** Expedited Arbitration. The Union, with the prior written consent of the Employer, may process a grievance via the expedited grievance procedure outlined as follows:

a) The grievance shall be submitted in writing to the Superintendent or his/her designee. Within five (5) days after submission, the Superintendent or his/her designee shall schedule a meeting with the Union in an effort to resolve the dispute.

b) If the dispute is still not resolved to the Union's satisfaction within seven (7) days of the initial hearing between the Superintendent or his/her designee, as above described, the Union may appeal the grievance to the American Arbitration Association in accordance with its rules of expedited arbitration.

c) Except as provided otherwise in this Section 22, expedited arbitration shall be subject to all of the provisions of this Article.

## ARTICLE X

### SENIORITY

**Section 1. Probationary Employee.** New employees shall be considered as probationary employees for their first ninety (90) days worked in the classification. There shall be no seniority among probationary employees. Probationary employees are employed at the will of the Employer and they may be discharged at any time in the Employer's sole discretion, and the employee shall have no recourse through the grievance procedure. The Employer shall have no responsibility to recall or re-employ any probationary employee laid off or discharged during his probationary period. After probationary employees have completed their probationary period, they shall be entered on the seniority list and shall rank in seniority from the first day worked by them in their present classification after their latest employment with the Employer.

**Section 2. Definition of Seniority.** Seniority is defined as length of continuous service in the bargaining unit since the employee's last date of hire or entrance into the unit. As between employees hired on the same day, seniority shall be determined by drawing lots. Seniority shall commence after completion of the probationary period and shall thereafter apply only as specifically set forth in this Agreement.

**Section 3. Seniority Lists.** No later than thirty (30) days following the ratification of this Agreement, and by December 1, thereafter, the Employer shall prepare a current seniority list. All seniority employees will be ranked on the list. The seniority list will be posted in a conspicuous location in each building, and a copy provided to the Unit president.

It shall be the responsibility of the Union and of the employees to check any such posted seniority list and to notify the Superintendent in writing of any error contained therein within ten (10) work days from the date the list was given to the Unit president. Disputes as to the correctness of seniority shown on the list shall be subject to the grievance procedure herein, if not amicably resolved.

The Employer shall be entitled to rely on such posted lists. If the Employer is not notified of the existence of an error within the ten (10) work days provided above following the delivery of the seniority list, the Employer shall incur no liability for any erroneous uses of seniority. If the Employer has been notified of an alleged error, the Employer nonetheless may use the seniority list, subject, however, to grievance and arbitration over correctness of its actions.

**Section 4. Termination of Seniority.** Seniority and other benefits covered by this Agreement, and the employment relationship, will be terminated for the following reasons:

- a) If the employee voluntarily quits or retires;
- b) If the employee is discharged for just cause;
- c) If the employee is absent for any cause from work for more than three (3) working days without notifying his Supervisor, unless he has a valid excuse for such failure to give notice;
- d) If the Employee fails to return to work after expiration of a leave of absence or vacation leave, unless he has a valid excuse for such failure;
- e) If the employee fails to return to work after recall within ten (10) days after receiving notice of recall, unless he has a valid excuse for such failure;
- f) If an employee has been on displacement layoff from the District for a period of twenty four (24) months, or his/her length of service at the time of layoff, whichever is greater, and has not been recalled to a bargaining unit position:
- g) If the employee violates a restriction of a leave of absence, or gives a false reason for obtaining a leave of absence or works for remuneration while on approved leave of absence unless such work for remuneration is done with the prior written consent of the Employer;
- h) If the employee makes any false representation, whenever discovered, relating to his physical condition which bears on his physical suitability for employment, or any false representation, whenever discovered, on his employment application.

A "valid excuse" for the purpose of item c) shall consist only of an accident or sickness making it impossible for the employee to have notified his Supervisor within the stated period; and for the purposes of items d) and e) shall consist only of an accident, sickness or traveling distance making it impossible for the employee to return at the stated time, providing the employee notifies his Supervisor of this reason at the earliest possible date.

**Section 5. Evaluations.** The employer shall conduct annual employee evaluations for each member of the bargaining unit. (See Appendix A for form)

## ARTICLE XI

### LAYOFF AND RECALL

**Section 1.** Layoff shall include:

- a) The displacement of an employee, and
- b) a reduction of twenty-five percent (25%) or more in an employee's scheduled available work. A layoff may result from lack of work, economic considerations, or other reasons that in the estimation of management require reductions in the workforce or in the amount of work to be performed or in the manpower required to perform the work.

In applying part b) of the definition of layoff (twenty-five percent or greater reduction in available work) overtime or extra duty work shall not be included in determining an employee's pre-reduction work level. Post-reduction work levels shall be determined based on average hours of work over a period of the six (6) consecutive weeks, preceding the week during which the employee claims he/she reached the 25% reduction level. In addition, the reduction of 25% or more must occur within a six (6) month period.

A layoff situation may include a combination of both types of layoffs, i.e., displacement of employees and twenty-five percent (25%) or greater reduction in hours for other employees.

**Section 2.** In the event that the Employer decides that one or more layoffs is/are necessary within a classification, it shall utilize all reasonable means including transfers, and changes in hours, schedules and/or duty assignments, to ensure that within the classification junior employees are laid off first, provided that the senior employee has the skill and ability to perform the available work. The impact and hardship on employees will be among the factors which the Employer will consider in making its decision in these matters, although it is recognized that the ultimate responsibility in making these decisions is the Employer's.

If layoffs involve both displacement of certain employees and reduction of hours greater than twenty-five percent (25%) for other employees, the foregoing system will be applied so that the most junior employees are displaced, and the next most junior employees are reduced in hours. If a layoff involves only reduction in hours, and not displacement, the most junior employees will likewise be those affected.

If the Employer utilizes its right to transfer employees in connection with a layoff situation, as provided above, an affected employee may instead accept an available displacement. If there are more employees who desire

such displacement than the number of displacements planned by the Employer, displacement requests shall be granted in order of seniority, i.e., the most senior employee first. In addition, if any employee is to be transferred, two weeks advance notice will be given, and the Union and the employee will be given a prior opportunity to meet with the Employer and discuss the impact of such transfer.

**Section 3.** The following recall procedure will apply to employees who have been displaced from work due to a layoff. (With respect to employees who have been reduced in hours by twenty-five percent (25%) or more, the Employer will on a continuing basis consider the possibility of increasing hours of work.)

- a) Employees will be recalled in order of seniority, i.e., the most senior employee will be the first to be recalled and so forth.
- b) Recall will be to the first open position in the classification, not necessarily to the job which the employee previously held.
- c) The employee will be called by telephone and notified of his recall and the date on which he is to return to work.
- d) If an employee is not contacted under c) above, the Employer will send a certified letter notifying the employee of his recall to work and the date on which he is to resume working. The employee will have a maximum of ten (10) calendar days to return to work.
- e) It is the employee's responsibility to maintain his correct address and telephone number on file with the Employer, and the Employer shall not assume any responsibility in the event notices are not received because the last address or telephone number is incorrect, nor will an incorrect address or telephone number be considered a valid excuse for a failure to report to work following a recall.
- f) The Employer reserves the right to temporarily fill any job during the processing of recalls in any manner it sees fit.

**Section 4.** An employee who refuses a transfer (subject to Section 2), work assignment or recall under the procedure within this Article shall lose all seniority and be terminated as a quit, except that an employee will not be required to accept a recall to a position which averages less than seventy-five percent (75%) of the employee's pre-displacement hours of work.



**Section 5.** The Employer will provide at least thirty (30) calendar days advance notice of any layoff, except that where unforeseen circumstances require less notice, the Employer will provide as much notice as circumstances reasonably permit. The Union will cooperate in meeting and consulting with the Employer if the Employer so requests to review layoffs, recalls and related matters prior to their implementation.

**Section 6.** Upon filling a permanent vacancy, the Employer shall give written notice to the Union of the employee's name and the start date in the position.

## ARTICLE XII

### JOB POSTING

**Section 1.** All application of seniority provided for in this Article shall be strictly limited to positions within the bargaining unit.

**Section 2.** If the Employer decides to fill a permanent vacancy in a bargaining unit job, the vacancy will be posted for not less than five (5) working days. Generally, such posting will include any written job description, any other qualifications which are reasonably related to the job, and the current schedule for the job. Including such information in the posting does not alter the Employer's management or other contractual rights. Copies of job postings will be supplied to the local president.

**Section 3.** Any seniority employee in the bargaining unit who is qualified to perform the job, and who has not successfully bid on a vacancy within the previous six (6) months, will be eligible to bid on the job. This Section also applies to seniority employees who are on a displacement layoff.

**Section 4.** Job bids must be submitted in writing, to the person indicated on the posting, prior to the end of the last day of the posting.

**Section 5.** If two or more eligible employees are qualified to perform the job and file timely bids, a junior employee will not be awarded the job in favor of a senior employee unless the junior employee's qualifications are superior to those of the senior employee. If no qualified seniority employee files a timely bid, the Employer may fill the position in its discretion.

**Section 6.** The Employer may cancel or postpone a job posting at any time. Upon request, the Union will be given the reason(s) for any such cancellation or postponement.

**Section 7.** Employees who are interested in a Job Share arrangement shall submit a proposal to the Superintendent by March 1<sup>st</sup> detailing the specifics of their proposal. It is understood that approval of job sharing plans is at the sole discretion of the Superintendent.

## ARTICLE XIII

### WORKING HOURS

**Section 1.** It is understood that this Article is not intended to guarantee any employee a number of hours per day or per week.

**Section 2.** The normal work day for some aides shall be six (6) hours and fifteen (15) minutes, seven (7) hours and five (5) hours and fifteen (15) minutes, per day in addition to an unpaid lunch break. Exceptions to this normal work day would be certain teacher-aides, such as those in the office and reading center. The normal work day is subject to change by the District as needs change.

**Section 3.** The normal work week for some aides will be Monday through Friday, but may be less due to the school calendar, and is subject to change by the District as needs change.

Section 4.

a) Aides are eligible for two fifteen (15) minute rest periods per day if the employee works a schedule of at least six (6) hours. Employees working schedules of less than six (6) hours, but greater than three (3) hours shall be eligible for one fifteen (15) minute rest period. The supervisor will schedule such rest periods.

b) Employees working at least five (5) hours per day shall be entitled to a thirty (30) minute unpaid lunch break. It is understood situations may arise in which the employee will not receive the entire thirty (30) minutes, but the Board shall not shorten the lunch break for arbitrary reasons. Should the employee be assigned work during their unpaid lunch, which results in a loss of fifteen (15) minutes or more of that unpaid lunch break, they shall be compensated by being paid for the time worked, or they shall be given compensatory time off equal to the time lost.

**Section 4.** Overtime work will be assigned by the Employer. Employees shall receive time and one-half (1½) for hours they work in excess of forty (40) hours per week.

**Section 5.** All employees will be notified of job assignment transfers, if known, for the next school year prior to the end of the school year.

**Section 6.** Time spent in attendance at mandatory training programs will be compensated at the employee's regular hourly rate. Such training will be at the expense of the employer.

## **ARTICLE XIV WORKING CONDITIONS**

### **Section 1. Safety and Health.**

a) An employee will not be required to perform unusually hazardous work which (i) is not an ordinary element of the employee's job, and (ii) poses a serious and immediate threat to the employee's health or safety. An employee who refuses to perform work under this provision does so at his/her risk and will have the burden of proving the actual existence of such threat. In all other situations, where the danger is not serious and immediate, the rule "work now, grieve later" shall apply.

b) The Employer will provide approved first aid material in work areas.

c) If an employee believes that necessary safety equipment should be available, the matter may be taken up with the Superintendent or his designee.

**Section 2.** The Employer will support and assist employees with respect to preventing students from improperly interfering with the performance work.

**Section 3.** Employees will not be required to perform supervisory duties. If an employee believes that this Section is being violated, the rule will be "work now, grieve later."

**Section 4.** The Employer will provide at least 3 i-Pads per building to be checked out by employees and provide training during regular work hours as needed.

## ARTICLE XV

### UNPAID LEAVE OF ABSENCE

**Section 1. Personal Leave.** An employee may be granted an unpaid leave of absence for personal reasons, or an extension of such a leave, for any period not to exceed thirty (30) calendar days. The leave shall be requested in writing, shall be submitted to the Superintendent, and the request shall state the reasons for the leave or extension. The granting of such leave or extension shall be given by the Superintendent. Such leave or extension shall not be granted or used for the purpose of pursuing or engaging in other employment, unless the employee has received prior written authorization from the Superintendent. Requests for personal leaves and for extensions shall be considered based upon the reason for the leave or extension and the effect of the leave or extension on the District's operations.

**Section 2. Military Leave.** An employee who leaves the employment of the District for active service in the Armed Forces of the United States under the provisions of any law of the United States or the State of Michigan, shall, upon application for reemployment, be entitled to whatever reinstatement privileges are established by such law.

**Section 3. Medical Leave.**

a) Any employee who becomes disabled from working due to illness or injury, and whose claim of such disability is supported by evidence satisfactory to the Employer, shall be granted an unpaid sick leave of absence for a period, as necessary, of up to one (1) year or the length of the employee's disability, whichever is less. Extensions will be requested and will be handled in the same manner as initial applications for a sick leave. Such satisfactory evidence, if requested by the Employer, may include a doctor's certificate.

b) Any employee who becomes ill or disabled from a work related cause shall be granted an indefinite unpaid sick leave for the duration of such illness or disability, subject to the same terms and conditions, as set forth in this Article, which apply to non-work related sick leaves.

c) An employee granted sick leave of absence upon his verbal request, or one made in his behalf by another, shall at the first reasonable opportunity under the circumstances presented, support such

request with an application in writing, together with such evidence of his need for leave as the Employer may require including, if required, a doctor's certificate.

d) The Employer may require a doctor's certificate that an employee has fully recovered and is able to perform all the element of his job prior to returning such employee to work, or to determine if such employee continues to be ill or disabled for the purpose of extending a leave of absence.

e) An employee on sick leave of absence shall, upon return to work, be re-employed on his regular job as his seniority and abilities would permit, provided the above requirements are met. If no job is available which the employee's seniority and abilities permit him to fill, the employee shall be deemed to be laid off.

f) An employee shall give prompt notice to the Superintendent of the employee's ability to return to work.

g) The Employer shall return the employee to work not later than the first Monday after the Employer receives such notice, and the employee has been determined to be able to return to work, unless the effect of another provision of this Agreement would extend such time.

h) This Section shall apply to a disability which is due to pregnancy, or to childbirth, or to a medical condition related to pregnancy or childbirth.

i) At its expense, the Employer may require an employee to be examined by a doctor who is mutually agreeable to both the employee and the Employer, in connection with either the approval or extension of a sick leave, or in connection with an employee's ability to return to work.

**Section 4. Union Leave.** A leave of absence of up to four (4) years shall be granted upon application for the purpose of serving as an officer of the Union.

**Section 5. General.** If an employee violates or falsifies the reason for a leave; obtains other employment during a leave without prior written authorization; or overstays a leave without giving notice and providing substantiation for the necessity of the extension, as soon as is reasonably possible (subject to the provisions of Article X, Seniority), the employee shall be deemed to have quit his job. If the employee complies with the provisions of this Article, the employee shall retain but shall not accumulate seniority during the leave. All leaves of absence which are provided for in this Article shall be without pay.

## ARTICLE XVI

### GENERAL

**Section 1.** There are no understandings or agreement or past practices which are binding on either the Employee or the union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been reduced to writing and signed by both the Employer and the Union.

**Section 2.** The provisions of this Agreement, including but not limited to wages and benefits, apply only to employees who are included in the bargaining unit. This Agreement does not apply to any other employees, or in any way restrict the Employer's actions with respect to non-bargaining unit employees.

**Section 3.** To the extent required under applicable law, according to the Federal Family and Medical Leave Act, (the Act) an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by that law in all respects. It is recognized that the interpretation and application of this law may change as court and agency rulings are issued, and also that the Board may adopt policies to effectuate the Act provided that such policies are consistent with the Act.

## ARTICLE XVII

### PEACEFUL RELATIONS

**Section 1.** Continuous and uninterrupted operations by the District and orderly collective bargaining relations between the Employer and the Union to secure prompt and fair disposition of disputes and grievances being essential considerations of this Agreement, it is agreed that the Union and its members, individually and collectively, will not, during the terms of this Agreement call, permit, sanction, take part in, or assist in: (a) any strike, sympathetic or otherwise, including work stoppages, or slow-downs; (b) honoring of any picket line or strike by any other Union, organization or individual against the District, unless the reason for honoring the picket line is serious and imminent physical danger, in which event the employee shall have the burden of proving the actual existence of such danger.

**Section 2.** The Employer shall have the absolute right to discharge or otherwise discipline any individual employee or group of employees who violate Section 1 of this Article. Such discipline may be

grieved and arbitrated, but the arbitrator shall have no authority to mitigate or reduce the discipline unless the arbitrator finds that there was no violation of Section 1. If such a violation occurred, then the grievance must be denied in its entirety. If the violation did not occur, then (and only then) may the arbitrator fashion an appropriate remedy.

**Section 3.** In the event there is an alleged violation of Section 1 of this Article, the Union shall immediately inform every employee in writing, with a copy to the Employer, that such activity is unauthorized by the Union, that such activity is in violation of this Agreement, and that such activity in and of itself, is cause for discharge as defined in Section 2 above.

## **ARTICLE XVIII**

### **SEPARABILITY AND SAVINGS CLAUSE**

If any part of this Agreement should be invalidated by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected. In addition, the parties will promptly meet to negotiate the matter which has been invalidated.

**ARTICLE XIX**

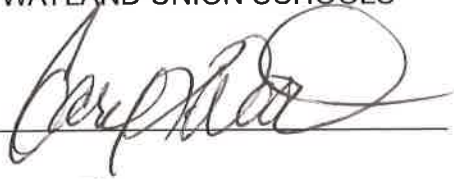
**DURATION OF AGREEMENT**


**Section 1.** This Agreement shall be in effect from September 1, 2015, through August 31, 2020.

Negotiations between the parties shall begin at least 60 days prior to the contract expiration date upon the request of either party. If, pursuant to such 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.

**Section 2.** Employer agrees to maintain the CBA, provided by the Union, on the District website.


THE BOARD OF EDUCATION OF  
THE WAYLAND UNION SCHOOLS

By 

By 

LOCAL 517M OF THE SERVICE EMPLOYEES  
INTERNATIONAL UNION

By 

By 



# ARTICLE A.1

## WAGES

**Section 1.** Wage schedules for Aides are as follows:

- 2015-2016 as outlined herein.
- 2016-2017 as outlined herein
- 2017-2018 as outlined herein
- 2018-2019 as outlined herein
- 2019-2020 as outlined herein

Commencing September 1, 2015:

						Library/Media Aide and Title I/Reading Specialists		
STEP	General School Aide	STEP	Clerical Health Aide	STEP	Cleric al w/ LPN (Dorr Only)	STEP	w/ Assoc Degree LTA	w/ Bachelor Degree LTB
0	\$10.59	0	\$10.74	0	\$12.09	0	\$12.55	\$13.72
1	\$10.90	1	\$11.05	1	\$12.40	1	\$12.55	\$13.72
2	\$11.53	2	\$11.68	2	\$13.03	2	\$12.55	\$13.72
3	\$11.53	3	\$11.68	3	\$13.03	3	\$12.55	\$13.72
4	\$11.53	4	\$11.68	4	\$13.03	4	\$12.55	\$13.72
5yr	\$11.88	5yr	\$12.03	5yr	\$ 13.38	5yr	\$12.90	\$14.06
6	\$11.88	6	\$12.03	6	\$ 13.38	6	\$12.90	\$14.06
7yr	\$12.13	7yr	\$12.28	7yr	\$ 13.63	7yr	\$13.15	\$14.31
8	\$12.13	8	\$12.28	8	\$13.63	8	\$13.15	\$14.31
9	\$12.13	9	\$12.28	9	\$13.63	9	\$13.15	\$14.31
10yr	\$12.26	10yr	\$12.41	10yr	\$13.76	10yr	\$13.33	\$14.48
11	\$12.26	11	\$12.41	11	\$13.76	11	\$13.33	\$14.48
12	\$12.26	12	\$12.41	12	\$ 13.76	12	\$13.33	\$14.48
13yr	\$12.51	13yr	\$12.66	13yr	\$ 14.01	13yr	\$13.58	\$14.73
14	\$12.51	14	\$12.66	14	\$14.01	14	\$13.58	\$14.73
15yr	\$12.60	15yr	\$12.75	15yr	\$ 14.10	15yr	\$13.66	\$14.79
16	\$12.60	16	\$12.75	16	\$14.10	16	\$13.66	\$14.79
17yr	\$12.85	17yr	\$13.00	17yr	\$14.35	17yr	\$13.90	\$15.04
18	\$12.85	18	\$13.00	18	\$14.35	18	\$13.90	\$15.04
19	\$12.85	19	\$13.00	19	\$14.35	19	\$13.90	\$15.04
20yr	\$12.95	20yr	\$13.10	20yr	\$14.45	20yr	\$14.00	\$15.14
21	\$12.95	21	\$13.10	21	\$14.45	21	\$14.00	\$15.14
22yr	\$13.20	22yr	\$13.35	22yr	\$14.70	22yr	\$14.25	\$15.39
23	\$13.20	23	\$13.35	23	\$14.70	23	\$14.25	\$15.39
24	\$13.20	24	\$13.35	24	\$14.70	24	\$14.25	\$15.39
25yr	\$13.45	25yr	\$13.60	25yr	\$14.95	25yr	\$14.50	\$15.64

### 2016-2017 Wage Schedule

Library/Media Aide and Title I/Reading Specialists										
STEP	General School Aide	STEP	Clerical Health Aide	STEP	Clerical w/ LPN (Dorr Only)	STEP	w/ Assoc Degree LTA	STEP	w/ Bachelor Degree LTB	
0	\$10.64	0	\$10.79	0	\$12.14	0	\$12.60	0	\$13.77	
1	\$ 10.50	1	\$11.10	1	\$12.45	1	\$12.60	1	\$13.77	
2	\$11.58	2	\$11.73	2	\$13.08	2	\$12.60	2	\$13.77	
3	\$11.58	3	\$11.73	3	\$13.08	3	\$12.60	3	\$13.77	
4	\$11.58	4	\$11.73	4	\$13.08	4	\$12.60	4	\$13.77	
5yr	\$11.93	5yr	\$12.08	5yr	\$13.43	5yr	\$12.95	5yr	\$14.11	
6	\$11.93	6	\$12.08	6	\$13.73	6	\$12.95	6	\$14.11	
7yr	\$12.18	7yr	\$12.33	7yr	\$13.68	7yr	\$13.20	7yr	\$14.36	
8	\$12.18	8	\$12.33	8	\$13.68	8	\$13.20	8	\$14.36	
9	\$12.18	9	\$12.33	9	\$13.68	9	\$13.20	9	\$14.36	
10yr	\$12.31	10yr	\$12.46	10yr	\$13.81	10yr	\$13.38	10yr	\$14.53	
11	\$12.31	11	\$12.46	11	\$13.81	11	\$13.38	11	\$14.53	
12	\$12.31	12	\$12.46	12	\$13.81	12	\$13.38	12	\$14.53	
13yr	\$12.56	13yr	\$12.71	13yr	\$14.06	13yr	\$13.63	13yr	\$14.78	
14	\$12.56	14	\$12.71	14	\$14.06	14	\$13.63	14	\$14.78	
15yr	\$12.65	15yr	\$12.80	15yr	\$14.15	15yr	\$13.71	15yr	\$14.84	
16	\$12.65	16	\$12.80	16	\$14.15	16	\$13.71	16	\$14.84	
17yr	\$12.90	17yr	\$13.05	17yr	\$14.40	17yr	\$13.95	17yr	\$15.09	
18	\$12.90	18	\$13.05	18	\$14.40	18	\$13.95	18	\$15.09	
19	\$12.90	19	\$13.05	19	\$14.40	19	\$13.95	19	\$15.09	
20yr	\$13.00	20yr	\$13.15	20yr	\$14.50	20yr	\$14.05	20yr	\$15.19	
21	\$13.00	21	\$13.15	21	\$14.50	21	\$14.05	21	\$15.19	
22yr	\$13.25	22yr	\$13.40	22yr	\$14.75	22yr	\$14.30	22yr	\$15.44	
23	\$13.25	23	\$13.40	23	\$14.75	23	\$14.30	23	\$15.44	
24	\$13.25	24	\$13.40	24	\$14.75	24	\$14.30	24	\$15.44	
25yr	\$13.50	25yr	\$13.65	25yr	\$15.00	25yr	\$14.55	25yr	\$15.69	

## 2017-2018 Wage Scale

### *Library/Media Aide and Title I / Reading Specialists*

General School Aide		Clerical Health Aide		Clerical w/ LPN (Dorr Only)		w/ Assoc Degree LTA		w/ Bachelor Degree LTB	
	Step		Step		Step		Step		Step
<b>0</b>	<b>\$10.75</b>	<b>0</b>	<b>\$10.90</b>	<b>0</b>	<b>\$12.26</b>	<b>0</b>	<b>\$ 12.73</b>	<b>0</b>	<b>\$13.91</b>
<b>1</b>	<b>\$11.06</b>	<b>1</b>	<b>\$11.21</b>	<b>1</b>	<b>\$12.57</b>	<b>1</b>	<b>\$ 12.73</b>	<b>1</b>	<b>\$13.91</b>
<b>2</b>	<b>\$11.70</b>	<b>2</b>	<b>\$11.85</b>	<b>2</b>	<b>\$13.21</b>	<b>2</b>	<b>\$ 12.73</b>	<b>2</b>	<b>\$13.91</b>
<b>3</b>	<b>\$11.70</b>	<b>3</b>	<b>\$11.85</b>	<b>3</b>	<b>\$13.21</b>	<b>3</b>	<b>\$ 12.73</b>	<b>3</b>	<b>\$13.91</b>
<b>4</b>	<b>\$11.70</b>	<b>4</b>	<b>\$11.85</b>	<b>4</b>	<b>\$13.21</b>	<b>4</b>	<b>\$ 12.73</b>	<b>4</b>	<b>\$13.91</b>
<b>5yr</b>	<b>\$12.05</b>	<b>5yr</b>	<b>\$12.20</b>	<b>5yr</b>	<b>\$13.56</b>	<b>5yr</b>	<b>\$ 13.08</b>	<b>5yr</b>	<b>\$14.25</b>
<b>6</b>	<b>\$12.05</b>	<b>6</b>	<b>\$12.20</b>	<b>6</b>	<b>\$13.56</b>	<b>6</b>	<b>\$ 13.08</b>	<b>6</b>	<b>\$14.25</b>
<b>7yr</b>	<b>\$12.30</b>	<b>7yr</b>	<b>\$12.45</b>	<b>7yr</b>	<b>\$13.82</b>	<b>7yr</b>	<b>\$ 13.33</b>	<b>7yr</b>	<b>\$14.50</b>
<b>8</b>	<b>\$12.30</b>	<b>8</b>	<b>\$12.45</b>	<b>8</b>	<b>\$13.82</b>	<b>8</b>	<b>\$ 13.33</b>	<b>8</b>	<b>\$14.50</b>
<b>9</b>	<b>\$12.30</b>	<b>9</b>	<b>\$12.45</b>	<b>9</b>	<b>\$13.82</b>	<b>9</b>	<b>\$ 13.33</b>	<b>9</b>	<b>\$14.50</b>
<b>10yr</b>	<b>\$12.43</b>	<b>10yr</b>	<b>\$12.58</b>	<b>10yr</b>	<b>\$13.95</b>	<b>10yr</b>	<b>\$ 13.51</b>	<b>10yr</b>	<b>\$14.68</b>
<b>11</b>	<b>\$12.43</b>	<b>11</b>	<b>\$12.58</b>	<b>11</b>	<b>\$13.95</b>	<b>11</b>	<b>\$ 13.51</b>	<b>11</b>	<b>\$14.68</b>
<b>12</b>	<b>\$12.43</b>	<b>12</b>	<b>\$12.58</b>	<b>12</b>	<b>\$13.95</b>	<b>12</b>	<b>\$ 13.51</b>	<b>12</b>	<b>\$14.68</b>
<b>13yr</b>	<b>\$12.69</b>	<b>13yr</b>	<b>\$12.84</b>	<b>13yr</b>	<b>\$14.20</b>	<b>13yr</b>	<b>\$ 13.77</b>	<b>13yr</b>	<b>\$14.93</b>
<b>14</b>	<b>\$12.69</b>	<b>14</b>	<b>\$12.84</b>	<b>14</b>	<b>\$14.20</b>	<b>14</b>	<b>\$ 13.77</b>	<b>14</b>	<b>\$14.93</b>
<b>15yr</b>	<b>\$12.78</b>	<b>15yr</b>	<b>\$12.93</b>	<b>15yr</b>	<b>\$14.29</b>	<b>15yr</b>	<b>\$ 13.85</b>	<b>15yr</b>	<b>\$14.99</b>
<b>16</b>	<b>\$12.78</b>	<b>16</b>	<b>\$12.93</b>	<b>16</b>	<b>\$14.29</b>	<b>16</b>	<b>\$ 13.85</b>	<b>16</b>	<b>\$14.99</b>
<b>17yr</b>	<b>\$13.03</b>	<b>17yr</b>	<b>\$13.18</b>	<b>17yr</b>	<b>\$14.54</b>	<b>17yr</b>	<b>\$ 14.09</b>	<b>17yr</b>	<b>\$15.24</b>
<b>18</b>	<b>\$13.03</b>	<b>18</b>	<b>\$13.18</b>	<b>18</b>	<b>\$14.54</b>	<b>18</b>	<b>\$ 14.09</b>	<b>18</b>	<b>\$15.24</b>
<b>19</b>	<b>\$13.03</b>	<b>19</b>	<b>\$13.18</b>	<b>19</b>	<b>\$14.54</b>	<b>19</b>	<b>\$ 14.09</b>	<b>19</b>	<b>\$15.24</b>
<b>20yr</b>	<b>\$13.13</b>	<b>20yr</b>	<b>\$13.28</b>	<b>20yr</b>	<b>\$14.65</b>	<b>20yr</b>	<b>\$ 14.19</b>	<b>20yr</b>	<b>\$15.34</b>
<b>21</b>	<b>\$13.13</b>	<b>21</b>	<b>\$13.28</b>	<b>21</b>	<b>\$14.65</b>	<b>21</b>	<b>\$ 14.19</b>	<b>21</b>	<b>\$15.34</b>
<b>22yr</b>	<b>\$13.38</b>	<b>22yr</b>	<b>\$13.53</b>	<b>22yr</b>	<b>\$14.90</b>	<b>22yr</b>	<b>\$ 14.44</b>	<b>22yr</b>	<b>\$15.59</b>
<b>23</b>	<b>\$13.38</b>	<b>23</b>	<b>\$13.53</b>	<b>23</b>	<b>\$14.90</b>	<b>23</b>	<b>\$ 14.44</b>	<b>23</b>	<b>\$15.59</b>
<b>24</b>	<b>\$13.38</b>	<b>24</b>	<b>\$13.53</b>	<b>24</b>	<b>\$14.90</b>	<b>24</b>	<b>\$ 14.44</b>	<b>24</b>	<b>\$15.59</b>
<b>25yr</b>	<b>\$13.64</b>	<b>25yr</b>	<b>\$13.79</b>	<b>25yr</b>	<b>\$15.15</b>	<b>25yr</b>	<b>\$ 14.70</b>	<b>25yr</b>	<b>\$15.85</b>

### Aides 2018-2019 Wage Scales

STEP	General Aide	** Clerical Health Aide	Clerical w/ LPN (Dorr Only)	Library/Media Aide and Title I/ Reading Specialists	
				w/ Assoc Degree LTA	w/ Bachelor Degree LTB
0	\$11.07	\$11.22	\$12.63	\$13.11	\$14.32
1	\$11.39	\$11.54	\$12.95	\$13.11	\$14.32
2	\$12.05	\$12.20	\$13.61	\$13.11	\$14.32
3	\$12.05	\$12.20	\$13.61	\$13.11	\$14.32
4	\$12.05	\$12.20	\$13.61	\$13.11	\$14.32
5yr	\$12.41	\$12.56	\$13.97	\$13.47	\$14.68
6	\$12.41	\$12.56	\$13.97	\$13.47	\$14.68
7yr	\$12.67	\$12.83	\$14.23	\$13.73	\$14.94
8	\$12.67	\$12.83	\$14.23	\$13.73	\$14.94
9	\$12.67	\$12.83	\$14.23	\$13.73	\$14.94
10yr	\$12.81	\$12.96	\$14.37	\$13.92	\$15.12
11	\$12.81	\$12.96	\$14.37	\$13.92	\$15.12
12	\$12.81	\$12.96	\$14.37	\$13.92	\$15.12
13yr	\$13.07	\$13.22	\$14.63	\$14.18	\$15.38
14	\$13.07	\$13.22	\$14.63	\$14.18	\$15.38
15yr	\$13.16	\$13.31	\$14.72	\$14.26	\$15.44
16	\$13.16	\$13.31	\$14.72	\$14.26	\$15.44
17yr	\$13.42	\$13.57	\$14.98	\$14.51	\$15.70
18	\$13.42	\$13.57	\$14.98	\$14.51	\$15.70
19	\$13.42	\$13.57	\$14.98	\$14.51	\$15.70
20yr	\$13.52	\$13.67	\$15.08	\$14.62	\$15.80
21	\$13.52	\$13.67	\$15.08	\$14.62	\$15.80
22yr	\$13.78	\$13.93	\$15.34	\$14.88	\$16.06
23	\$13.78	\$13.93	\$15.34	\$14.88	\$16.06
24	\$13.78	\$13.93	\$15.34	\$14.88	\$16.06
25yr	\$14.04	\$14.19	\$15.60	\$15.14	\$16.32

**Aides 2019-2020 Wage Scales**

<b>Aides 2019-2020 Wage Scales</b>						
					<b>Library/Media Aide and Title I/ Reading Specialists</b>	
STEP	General Aide	Clerical Health Aide	Clerical w/ LPN (Dorr Only)		w/ Assoc Degree LTA	w/ Bachelor Degree LTB
0	\$11.35	\$11.51	\$12.94		\$13.44	\$14.68
1	\$11.68	\$11.84	\$13.28		\$13.44	\$14.68
2	\$12.35	\$12.51	\$13.95		\$13.44	\$14.68
3	\$12.35	\$12.51	\$13.95		\$13.44	\$14.68
4	\$12.35	\$12.51	\$13.95		\$13.44	\$14.68
5yr	\$12.72	\$12.88	\$14.32		\$13.81	\$15.05
6	\$12.72	\$12.88	\$14.32		\$13.81	\$15.05
7yr	\$12.99	\$13.15	\$14.59		\$14.08	\$15.31
8	\$12.99	\$13.15	\$14.59		\$14.08	\$15.31
9	\$12.99	\$13.15	\$14.59		\$14.08	\$15.31
10yr	\$13.13	\$13.29	\$14.73		\$14.27	\$15.49
11	\$13.13	\$13.29	\$14.73		\$14.27	\$15.49
12	\$13.13	\$13.29	\$14.73		\$14.27	\$15.49
13yr	\$13.39	\$13.55	\$14.99		\$14.53	\$15.76
14	\$13.39	\$13.55	\$14.99		\$14.53	\$15.76
15yr	\$13.49	\$13.65	\$15.09		\$14.62	\$15.82
16	\$13.49	\$13.65	\$15.09		\$14.62	\$15.82
17yr	\$13.76	\$13.92	\$15.35		\$14.87	\$16.09
18	\$13.76	\$13.92	\$15.35		\$14.87	\$16.09
19	\$13.76	\$13.92	\$15.35		\$14.87	\$16.09
20yr	\$13.86	\$14.02	\$15.46		\$14.98	\$16.20
21	\$13.86	\$14.02	\$15.46		\$14.98	\$16.20
22yr	\$14.13	\$14.29	\$15.73		\$15.25	\$16.46
23	\$14.13	\$14.29	\$15.73		\$15.25	\$16.46
24	\$14.13	\$14.29	\$15.73		\$15.25	\$16.46
25yr	\$14.40	\$14.56	\$15.99		\$15.51	\$16.73

Explanatory Notes:

1. A Library Media Assistant or Reading Instructional Aide with an Associate Degree (AB) or 60 college hours will be paid at the LTA scale.
2. A Library Media Assistant or Reading Instructional Aide with a BA/BS Degree will be paid at the LTB rate.
3. Those Library Media Assistants who have achieved "Library Classification," as awarded by the State Library Association, will be paid an additional 10% above the individual rate.

**Section 2.** Step increases will be paid on July 1<sup>st</sup> of each year. Any employee who starts after January 1<sup>st</sup> in a year will move to the next step the following July 1.

**Section 3.** Employees who are temporarily or permanently transferred to a higher classification will be paid at the new (higher) classification rate after five (5) days. In all permanent transfers, whether to a degreed or non-degreed classification within the bargaining unit, the employee will remain at the employee's current step. This applies only to transfers within the bargaining unit.

**Section 4.** When the employer exercises its rights to permanently transfer an employee to another location or classification within the bargaining unit, the employee will be given such reasonable advance notice as circumstances permit, and the employee will have an opportunity to meet with the supervisor to discuss any concerns the employee may have.

**Section 5.** When an employee works as a substitute, the employee will be paid at their regular rate of pay. A system will be maintained which is intended to give bargaining unit employees the first chance to work as substitutes. If a bargaining unit employee is incorrectly passed over, their sole remedy will be the offer of the next available opportunity to substitute. Employees must work their regularly scheduled hours first before extra hours are worked in a different building.

**Section 6.** When a Clerical aide fills in for a building secretary they will be paid \$0.50 per hour above their current hourly rate.

**Section 7.** When an aide who has 90 or more hours of college credit fills in for a teacher for more than 30 minutes they will be paid \$0.50 per hour above their current hourly rate from the start time for the time worked.

## ARTICLE A.2

### BENEFITS

**Section 1. Earned Time Off (ETO).** All employees will “earn” time each month worked: maximum of 1.25 days per month for an annual maximum total of 12.5 days earned for the school year, which may be accessed beginning the end of the probationary period (91st work day). Time will be entered on the first payroll of the following month (i.e. work September 2018, see 1.25 on first payroll in Oct. 2018). A full ETO day will be charged when missing a scheduled day of work, regardless of the amount of hours scheduled for the day. A half ETO day will be charged when half of the scheduled hours are worked during the day.

Use Limitations:

- Time can be used in half or full day increments
- No more than three (3) consecutive days can be taken at one time (i.e. T, W, Th or Th, F, M, etc.)
- When 3 consecutive days are to be taken, a leave time request will be completed and pre-approved by the supervisor.
- Days off should be clearly noted on time cards as ETO
- Unscheduled consecutive days off beyond three (3) will require a doctor’s note
- Days cannot be used the first five (5) student days and last five (5) student days, unless an absence request form is completed and approved by the direct supervisor 10 working days prior to the request date.
- Days cannot be attached to any scheduled break, unless pre-approved by the supervisor.

Family Emergencies/Bereavement up to five (5) ETO days can be taken when authorized by the supervisor.

All requests are to be submitted in writing/email. The immediate family shall include father, step-father, mother, step-mother, grandmother, step-grandmother, grandfather, step-grandfather, children, step-children, grandchildren, step-grandchildren, brother, step-brother, sister and step-sister, or others as approved by the Superintendent.

ETO shall not accumulate unless the employee is receiving a regular paycheck. In the event of an unpaid leave of absence or unpaid FMLA which begins after the first of the month, ETO will be prorated based on the

regular scheduled paid time for the individual employee. Where a pattern of ETO leave indicates abuse, the supervisor will initiate a discussion with employee. If the pattern continues, the Board reserves the right to require reasonable proof of illness including a doctor's certificate.

ETO shall accumulate up to and including eighty-five (85) days. An employee will be compensated at the rate of forty dollars (\$40.00) per day for any accumulated ETO days in excess of eight-five (85) days at the end of the school year. The payment will be made to an employer designated 403(b) account by July 15. If the employee has not set up this 403(b) account by May 31st, the funds will revert back to the district.

Use of up to three (3) ETO days over the course of the school year will not count against the attendance incentive as outline in Article A.2 Section 6.

In the event a WUS employee transfers from another classification and has days in their sick or personal categories, or other leave time categories, their days will be calculated by the administration office for the conversion to ETO based on the number of hours daily in their former position compared to the scheduled hours of the new position. ***No ETO days will be paid out upon leaving employment.***

**Section 2. Jury Duty.** In the event an employee is asked to perform jury duty, he/she shall be reimbursed the difference between his/her salary and the salary he/she received for serving on the jury, excluding mileage.

**Section 3. Longevity.** The parties agree that employees will receive a longevity bonus each year of the contract based on years of service as defined here:

0-5 years of service: \$350.00

5-9 years of service: \$500.00

10+ years of service: \$600.00

This payment shall be made in the first pay in December. "Years of Service" is measured from the employee's last date of hire by the District.

**Section 4. Snow Days.** Employees will be paid their rate of pay for the specific day of emergency or inclement weather closing as they occur for no more than six (6) days. On delayed start days or early dismissal days, employees will be paid for their regularly scheduled hours. Any emergency or inclement weather closing days which are required by the Michigan Department of Education to be rescheduled shall be



scheduled as student instruction days by the District. When the District needs to add days, as mandated by the State, employees will be paid for hours worked.

**Section 5. Holidays.** Holiday pay will take place as the holiday occurs. Paid holidays for all Aides are: Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Memorial Day. In the event the student school year starts prior to Labor Day, Aides will receive Labor Day as a paid holiday.

**Section 6. Attendance Incentive.** Employees who have accumulated at least ten (10) days of ETO leave allowance as of the preceding June 30, shall receive an attendance incentive payment based on the number of ETO days used during: a.) the period from the beginning of the school year up to the beginning of the Winter Holiday break as follows: zero days used (\$100); one day used (\$75); two days used (\$50), and b.) the period from the first day after the Winter Holiday break through the last day worked at the end of the school year as follows: zero days used (\$100); one day used (\$75); two days used (\$50). Three or less ETO days used July 1 to June 30 will get an additional \$300 incentive. Any employee taking an unpaid leave of absence will not be eligible for the attendance incentive for the period during which the unpaid leave was taken.

**Section 7. Sick Bank.** In the event an employee suffers a prolonged illness or disability, which is supported by a statement of need from the attending physician, the employee may be eligible to use days donated by members of this bargaining unit as long as the employee has exhausted all of his/her ETO days. This illness or disability must be of an emergency nature and the leave must be taken as an uninterrupted block of time for each illness or disability. No employee receiving compensation by any other means (i.e. workers compensation, long term disability) shall be eligible. Absences due to illness or disability will be designated as FMLA leave where permitted by law. Upon the request from an eligible employee, the Superintendent or designee will invite the donation of up to one sick day per member, per incident, of the bargaining unit. In no school year shall the number of donated days for an individual eligible employee exceed one day per member of the bargaining unit. However, additional days may be invited at the discretion of the Superintendent or designee. Unused donated days shall not accumulate. Any days not used shall be returned to the employees contributing such days on a random basis (i.e. drawing straws, pulling names of hat, etc) as determined by the District, which determination may not be grieved. Donation of an ETO day shall not be

considered use of a ETO day for purposes of the Attendance Incentive in Article A.2, Section 6. If an employee chooses to donate more than one ETO per semester, the additional day shall affect the Attendance Incentive.

Appendix A

Wayland Union Schools

Paraprofessional Evaluation

Name: \_\_\_\_\_ Position: \_\_\_\_\_

School/Department: \_\_\_\_\_ Year: \_\_\_\_\_

Highly Effective: Consistently anticipates needs of school/department; completes work before deadlines; extends self to take on responsibilities beyond job description

Effective: Meets responsibilities listed in job description

Minimally Effective: Inconsistently meets responsibilities listed in job description

Ineffective: Does not meet responsibilities listed in job description

1. Conducts self in a professional manner (enthusiastic, friendly, professional appearance).

\_\_\_\_ Highly Effective    \_\_\_\_ Effective    \_\_\_\_ Minimally Effective    \_\_\_\_ Ineffective

Comments: \_\_\_\_\_  
\_\_\_\_\_

2. On-time for daily schedule.

\_\_\_\_ Highly Effective    \_\_\_\_ Effective    \_\_\_\_ Minimally Effective    \_\_\_\_ Ineffective

Comments: \_\_\_\_\_  
\_\_\_\_\_

3. Maintains rapport with colleagues (teamwork/ cooperation, including willingness to cross-train).

\_\_\_\_ Highly Effective    \_\_\_\_ Effective    \_\_\_\_ Minimally Effective    \_\_\_\_ Ineffective

Comments: \_\_\_\_\_  
\_\_\_\_\_

4. Communicates with teachers, students, parents and the public.

\_\_\_\_ Highly Effective    \_\_\_\_ Effective    \_\_\_\_ Minimally Effective    \_\_\_\_ Ineffective

Comments: \_\_\_\_\_  
\_\_\_\_\_

5. Performs assigned duties (see job description).

\_\_\_\_ Highly Effective    \_\_\_\_ Effective    \_\_\_\_ Minimally Effective    \_\_\_\_ Ineffective

Comments: \_\_\_\_\_  
\_\_\_\_\_

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6. Maintains confidentiality (with students and staff).  
\_\_\_ Highly Effective    \_\_\_ Effective    \_\_\_ Minimally Effective    \_\_\_ Ineffective

Comments: \_\_\_\_\_  
\_\_\_\_\_

7. Follows state, district, and school policies and procedures.  
\_\_\_ Highly Effective    \_\_\_ Effective    \_\_\_ Minimally Effective    \_\_\_ Ineffective

Comments: \_\_\_\_\_  
\_\_\_\_\_

8. Manages time.  
\_\_\_ Highly Effective    \_\_\_ Effective    \_\_\_ Minimally Effective    \_\_\_ Ineffective

Comments: \_\_\_\_\_  
\_\_\_\_\_

9. Maintains records/documents/reports.  
\_\_\_ Highly Effective    \_\_\_ Effective    \_\_\_ Minimally Effective    \_\_\_ Ineffective

Comments: \_\_\_\_\_  
\_\_\_\_\_

10. Attends required meetings and professional development.  
\_\_\_ Highly Effective    \_\_\_ Effective    \_\_\_ Minimally Effective    \_\_\_ Ineffective

Comments: \_\_\_\_\_  
\_\_\_\_\_

Supervisor's Final recommendation: Considering all factors, the work performance of this employee is:

\_\_\_ Highly Effective    \_\_\_ Effective    \_\_\_ Minimally Effective    \_\_\_ Ineffective

Comments: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

NOTE: The employee's signature does not necessarily indicate agreement but, rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of personal comment to this form. This letter must be returned within one business day. Additional documentation attached if needed.

## Appendix B

### Health Insurance

#### Single Insurance Coverage Benefit.

Effective January 1, 2017, in addition to those employees who regularly work 30 hours per week as determined by the District's measurement period formula, employees who are regularly scheduled to work 35 hours per week, regardless of any measurement period, will be eligible to enroll in the single, self-coverage MESSA ABC Plan 3 HDHP-\$3,500 deductible. Enrollment periods will be coordinated with MESSA.

All other part-time employees who do not meet these criteria are not eligible to participate in any manner in the District's healthcare insurance program and are not eligible for any insurance benefits.

- (a) **District/Employee Premium Contribution.** The District shall contribute 80% of the MESSA ABC Plan 3 premium cost, and eligible employees shall pay the remaining 20%.
- (b) **Health Savings Account (HSA).** For employees who enrolled in July of 2016, the District will contribute a one time only lump sum payment of \$1,000 toward the employee's HSA account for the 2016-2017 school year and the employee shall be required to contribute \$250 based on the 80%/20% contribution levels. For other employees who enroll at other times during the 2016-2017 school year, the District will contribute a one time only prorated amount of the \$1,000 based on the number of months remaining in the school year and the employee will be required to contribute a prorated amount of \$250 based on the same number of months remaining in the school year—for example an employee who enrolls in January of 2017 will receive a one time only District contribution of \$500 toward the employee's HSA account, and the employee will be required to contribute \$125. The parties agree to make two exceptions regarding the prorated HSA contribution as a result of unique circumstances, one exception relating to an employee who made an FSA election for the 2016 calendar year and second exception for an employee who was denied an insurance enrollment opportunity through a measurement period mistake. Provided these employees enroll in January of 2017, the District will contribute the one time lump sum payment of \$1,000 toward their HSA account, and the two employees shall be required to contribute the \$250 amount based on the 80%/20% contribution levels. The District has no obligation to make any additional contributions in future years for any employee. The District will make HSA contributions through the employee designated financial institution.

Employees shall have payroll deductions prorated through the number of payrolls during their contract year for the employee's 20% share of the premium for the MESSA ABC Plan 3 HDHP-\$3,500 deductible and other annual costs related to the employee's required HSA contributions. Employees may choose to pay their contributions for their share of the insurance cost, including premiums, through an IRS Section 125 Plan,

provided the employee completes the necessary documentation. This insurance provision will be subject to the 2017-2018 re-opener and the 2018-2019 re-opener.

*The parties agree that in exchange for the consideration and promises made in this Letter of Agreement, the Union and employees release, discharge, and acquit the District, its officers, agents and employees from any and all claims, actions, grievances arising out of the Collective Bargaining Agreement that relate to or concern the District's insurance program through December 31, 2016. This release does not apply to any grievance that arises after December 31, 2016.*

*For the 2017-2018 insurance eligibility period the parties agree to a one-time \$675.00 HSA contribution to eligible employees, with the employee contributing a required 20% (\$168.75) through payroll deduction, as stated. This amount will be prorated monthly for people opting in during the insurance year, July 1, 2017 to June 30, 2018.*

*For the 2018-2019 insurance eligibility period the parties agree to a one-time \$675.00 HSA contribution to eligible employees, with the employee contributing a required 20% (\$168.75) through payroll deduction, as stated. This amount will be prorated monthly for people opting in during the insurance year, July 1, 2018 to June 30, 2019.*

*This insurance provision will be subject to the 2019-2020 contract negotiations.*