

MASTER AGREEMENT

between the

**WAVERLY BOARD
OF EDUCATION**

and the

**WAVERLY EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION**

July 1, 1996 - June 30, 1999

Waverly Community School

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ARTICLE I: AFFILIATION

- A. The Waverly Educational Support Personnel Association, an affiliate of the Michigan Education Association, shall hereafter be referred to as the Association. Employees covered by the terms of the Agreement shall hereafter be referred to as members of the Unit.
- B. Hereafter the District shall refer to the appropriate level of decision making within the management or policy making structure of the Waverly Community Schools.

ARTICLE II: RECOGNITION

- A. Pursuant to Michigan Public Act 336 of 1947, as amended, the District hereby recognizes the Association as sole and exclusive bargaining representative for all permanently employed educational secretaries, special education paraprofessionals, reading support paraprofessionals, district-wide reading paraprofessionals, gifted and talented paraprofessionals, English as a second language paraprofessionals, Middle School in-house detention tutor, clerks, all regular full-time cafeteria employees scheduled to a minimum of thirty (30) hours per week (as managers, cooks, kitchen workers) and all regularly scheduled part-time cafeteria employees scheduled to work less than thirty (30) hours per week (as head cashiers, food service leaders, server/cashier assistants and lunch assistants); excluding secretaries and clerks in the office of the Superintendent and Personnel Director, temporary and substitute secretaries and clerks, student clerical employees, all present positions not included, all future personnel excluded by mutual agreement, secretarial, clerical personnel employed less than twenty (20) hours per week for their work year, cafeteria supervisors, cafeteria substitutes, temporary/casual help not employed on a regular basis.

If a position is modified or if a new position is created resulting in an employee being assigned as a paraprofessional for twenty (20) hours per week or more the Board shall so notify the Association. Upon the request of the Association, the Board representatives and the Association representatives shall meet to negotiate whether the modified or new position is to be included in the bargaining unit. If it is determined that the position is to be included in the bargaining unit, the Classification Committee shall determine its classification placement. Any new salary placement shall only be retroactive to the date of the Association request for inclusion in the unit.

- B. The District agrees not to negotiate regarding wages, hours or working conditions of members of the Unit with any organization other than the Association for the duration of this Agreement.

- C. This Agreement shall be binding on both parties and shall supersede any rules, regulations, practices or individual contracts which are contrary to the terms contained herein.

ARTICLE III: MANAGEMENT RIGHTS

- A. The District retains all rights to manage and direct the Waverly Community Schools to the full extent authorized by law. These rights include, but are not limited to:
1. The management and control of the Waverly Community Schools properties, facilities, and activities of employees during working hours.
 2. The management's rights to hire all employees in this Unit, determine qualifications and conditions for continued employment, dismissal, or demotion, or the promotion or transfer of all such employees.
- B. The exercise of the powers, duties and responsibilities by the District; the adoption of policies, rules and regulations in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms of this Agreement and the laws which govern the Waverly Community Schools.

ARTICLE IV: ASSOCIATION RIGHTS

- A. Religious and political activities or the lack of such shall not be grounds for discipline or discrimination with respect to the employment of any employee.
- B. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, height, weight, or marital status, or membership in, or association with, the activities of any employee organization.
- C. Full-time employees under this Unit shall be provided two fifteen (15) minute rest breaks and a minimum of an uninterrupted thirty (30) minute lunch break each day. Four (4) or more hour food service employees shall be provided with one fifteen (15) minute rest period. A schedule for these breaks as well as the daily starting and ending time schedules shall be established with input from the Employee. Breaks will not occur during the first half-hour or last half-hour of the work day unless agreed to by the Employee. Lunch time will be mutually planned between the Employee and his/her supervisor.
- D. Adult restrooms, lavatories and lounge facilities will be provided by the District. A room next to the kitchen shall be made available to full-time cafeteria personnel for rest breaks and lunch breaks (prior approval shall be obtained from the kitchen manager for

use by other groups for meetings at the designated room during scheduled breaks of the cafeteria employees.) Parking facilities shall be made available. The Association shall have access to bulletin boards.

- E. Full-time secretaries, paraprofessionals, and cafeteria employees in the bargaining unit may be approved for release time and expense reimbursement for the purpose of attending job related conference training sessions.
1. The Conference Bank shall consist of seven thousand dollars (\$7,000.00) for 1996-97; seven thousand five hundred dollars (\$7,500.00) for 1997-98; and eight thousand dollars (\$8,000.00) for 1998-99, with the understanding that substitute costs will be subtracted from the fund.
 2. Within forty (40) days of the contract ratification, the Conference Bank Committee, consisting of two (2) bargaining unit members appointed by the Association and two (2) administrators, shall meet to review and/or revise the criteria for the administration of the Conference Bank. The guidelines shall be distributed to all bargaining unit members.
 3. The administration shall administer the Conference Bank in accordance with the established guidelines.
 4. A bargaining unit member whose conference request is denied under these guidelines may appeal the decision to the Bank Committee. The decision of the Committee shall be final and not subject to the grievance procedure.
 5. At the end of each term, the Conference Bank Committee shall meet to review and revise the guidelines, as deemed necessary.
- F. The District recognizes its responsibility to provide reasonable support to all members of the Unit. Serious complaints by a student or parent directed toward members of the Unit shall be promptly reported to the employee. In the case of assault on an employee or legal action brought against an employee in connection with job related action or responsibility, the Board at the employee's request shall provide legal counsel to advise the employee of his/her rights and the Superintendent shall render assistance to the employee in connection with the handling of the incident with law enforcement and judicial authorities.
- G. Upon written request of the member, and pursuant to Public Act 397 of 1978, the District shall permit a member and/or the member's designated Association representative, access to and the right to inspect and acquire a copy of all materials in said member's personnel file except pre-employment materials received by the District. The inspection shall be in the presence of an authorized administrator.

At the member's discretion, said member may be accompanied by an Association representative. The District may charge the member a fee for the actual cost of duplicating the information.

- H.
1. Except for the English as a second language paraprofessional who works on a flexible schedule, paraprofessionals will be scheduled to work the first teacher work day, unless requested to work another day by the building principal, and the number of days equal to the minimum number of days students are in attendance as specified in the school calendar. Supervisors may decide when the days will be scheduled as long as they fall within the first and last scheduled teacher work days. Work days for paraprofessionals shall not be abbreviated due to planned scheduled half-day instruction. If the supervisor feels additional work days are needed he/she may complete an additional work hour request form to be submitted to the superintendent's cabinet for consideration.
 2. Full-time cafeteria employees shall be scheduled to work a minimum of one hundred eighty-two (182) days beginning two (2) work days before the first day of classes in the fall through the last scheduled day of lunches served in June. Workdays for cafeteria employees shall not be abbreviated due to planned scheduled half-day instruction. A normal work day for a cafeteria employee will not be adjusted by reassigning the employee to work outside his/her normal work hours for the purpose of avoiding the payment of overtime.

Part-time food service personnel shall be scheduled to work equal to the number of days student lunches are to be served, including one (1) work day before the first day of classes in the fall through the last scheduled day for lunches in June, plus one (1) additional day after the last student day for cafeteria clean-up purposes on an as needed basis.
 3. Two days of staff development will be provided for each full-time bargaining unit member with times to be determined by the Administration. Bargaining unit members may request additional inservice time subject to the approval of the building principal.
 4. Within the first month on the job, part-time food service personnel new to a position (new hires or current employees transferring into a different assignment) shall receive the equivalent of two (2) days training based on the hours of the new position, at the position's regular rate of pay.
- I. If the District and/or its subcontractor determines that there is to be a reduction in hours or days in an employee's position, the District will seek input from the Association prior to implementation. If a reduction occurs the affected employee and Supervisor will meet to evaluate current and future job duties. In the event the District determines that there is to be a reduction in hours or days in a four or more hour employee's position that is not vacant, the least senior person in the classification will be affected unless the

person in the reduced position waives the right to affect the least senior person. The District may deviate from the consideration of seniority in the reduction process when a less senior person is the only one qualified for the position involved. In this situation, the District will provide sufficient work responsibilities from the least senior person to accommodate the more senior person's reduced work time. The final decision on the distribution of such work will be left to the District.

- J. The parties recognize that it is not the role of bargaining unit personnel to substitute for absent faculty personnel. Such assignments shall be avoided as a common practice and bargaining unit personnel will not be used as substitutes more than any other certified non-classroom personnel in their building.
- K. A written job description shall be given to secretarial, paraprofessional and cafeteria personnel in order to facilitate the performance of her/his duties. These shall be reviewed every other year in a conference with her/his immediate supervisor.
- L. Guidelines will be developed by the administration in consultation with the Elementary Library Media Specialists (ELMS) to address circumstances under which the ELMS may or may not be expected to monitor students. Other bargaining unit members who are expected to monitor students on a regular basis may request similar guidelines which will be developed by the Administration in consultation with the Association.
- M. It is understood that employees may request a review of his/her current work load. This request will be made in writing to the supervisor with a copy to the Director of Personnel. Within ten (10) days, the supervisor will meet with the employee to discuss the work load. If the employee is not satisfied with the results, he/she may refer the issue to the Director of Personnel within five (5) days. This meeting shall be held within five (5) days of receiving the request. The meeting will include the Director of Personnel, the supervisor, the WESPA president and the affected employee.

If no resolution can be reached and the employee is working a minimum of twenty (20) hours, and the reason for the above meeting was precipitated by an increase in workload or a reduction in hours worked without a modification of the job responsibilities, a three-party hearing panel will be convened to resolve the matter. The panel will be comprised of one representative from the Association, one representative from the District, and a State Mediator.

If no consensus is reached by the panel, the Mediator shall issue a written recommended resolution to the Superintendent. Upon receipt of the recommended resolution, the Superintendent shall, within thirty (30) calendar days, either implement the recommended resolution, or issue a written statement as to why the recommended resolution is not acceptable. In the event the Superintendent implements the recommend resolution, it shall be final and binding upon all parties, including the employer, the Association, and the grievant(s).

- N. The District shall grant the Association fifty (50) hours release time in 1996-97; fifty-five (55) hours of release time in 1997-98; and sixty (60) hours of release time in 1998-99 for that school year to conduct Association business. Specific times must be approved in advance by the supervisor. If a substitute is required, the Association shall reimburse the District per the hourly rate of a Class III bargaining unit member. Substitutes will be hired in half-day portions.
- O. If a unit member needs additional time to complete assignments, he/she shall first meet with his/her supervisor. Additional work time for part-time food service personnel must be authorized by either the building administrator or the food service director. All additional time worked shall be paid at the employee's regular rate of pay, including overtime if applicable.
- P. Part-time food service personnel shall not be removed from their regular assignment for the purpose of providing breaks except in emergency situations. Break aide work shall only occur outside of regularly scheduled work hours and unit members shall receive their regular rate of pay for time worked.

ARTICLE V: GRIEVANCE PROCEDURE

- A. A grievance is defined as, and limited to, an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement. Any member or members of the Unit or the Association may file a grievance.
- B. The term "days" shall be defined as workdays; exclusive of holidays, weekends, and vacation days provided for the Unit by this Agreement. The number of days at each level are maximums. The time limits may be extended by mutual written agreement.
- C. If appropriate action is not taken by the grievant within the time limit specified, the grievance will be deemed settled on the basis of the disposition of the preceding level.
- D. The grievance shall be submitted in writing and shall include the following:
 - 1. A statement of the facts alleging the violation.
 - 2. The specific section of this Agreement which is alleged to have been violated.
 - 3. The specific belief which will resolve the grievance.
 - 4. The name(s) of the aggrieved party.
 - 5. Appropriate transmittal signatures and dates.
- E. Neither party shall be restricted as to representatives included in the grievance procedure.
- F. Informal Procedure. Prior to initiating formal grievance procedures, the aggrieved party shall attempt to seek resolution with the appropriate supervisor.

G. Formal Grievance Procedure

1. Level One - Supervisor's Level

Within five (5) days of the alleged violation of this Agreement or of the grievant's knowledge of its occurrence, whichever is first, the aggrieved party shall submit a written grievance to the immediate supervisor. Within five (5) days of receipt of the written grievance, the supervisor shall schedule a Level One hearing. In the event a Level One hearing is not scheduled within the five (5) day limitation, Level One shall be waived and the grievance referred to Level Two. Within five (5) days of the hearing on the grievance, the supervisor shall render a decision in writing, transmitting a copy to the Association, the aggrieved party, and to the Director of Personnel.

2. Level Two - Superintendent's Level

If the decision of the supervisor is unsatisfactory to the grievant, the Association, within five (5) days of receipt of the supervisor's decision, shall transmit to the Director of Personnel the Level One decision, and statement of intent to file Level Two.

Within ten (10) days of Level Two grievance, the Director of Personnel shall schedule a Level Two hearing.

Within five (5) days of the hearing on the grievance, the District shall render a decision in writing, transmitting a copy to the Association and to the aggrieved party.

3. Level Three - Binding Arbitration of Grievance

a. In the event the aggrieved party is not satisfied with the disposition of the grievance at Level Two, the Association may submit the grievance within fifteen (15) days to binding arbitration provided written notice of the request for submission to arbitration is delivered to the District within ten (10) days after the date of the decision under Level Two. The arbitrator shall be selected by mutual agreement or if the parties cannot agree, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing.

b. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other.

- c. The Arbitrator shall have the power and authority to resolve such grievance only to the extent as set forth herein.
 - (1.) It is expressly agreed that the power and authority of the Arbitrator shall be limited to determining if an alleged violation, misinterpretation and/or misapplication of a specific provision of this Agreement has occurred and to awarding relief consistent with and within specific provisions of this Agreement. The Arbitrator shall have no power to add to, subtract from, or modify any terms or conditions of this Agreement.
 - (2.) No decision of the Arbitrator in any one case shall require retroactive adjustment in any other case.
 - (3.) The Arbitrator shall have no power to: establish salary schedules; set or alter hourly rates, determine clerical classification; or set aside the decision of the District in regard to promotion, demotion, provided just cause is shown, termination, provided just cause is shown, evaluation or lay-off. This shall not limit the Arbitrator from ruling on a procedural violation of the negotiated Agreement.
 - (4.) The Arbitrator shall not have authority to rule in any case or disagreement currently under review by a court of jurisdiction. Should a case or disagreement be submitted by the Association or any one or more of its members to any commission as well as to arbitration whichever decision is made first shall be binding. The Association and its members agree to withdraw the other filing.
- d. The decision of the Arbitrator shall be final and binding upon both parties so long as the ruling of the Arbitrator does not exceed the limitations expressly agreed to herein.
- e. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for expense of witnesses called by the other.

H. Failure to institute a grievance or appeal a decision within the time specified shall be deemed acceptance of the decision at that level. Should the aggrieved party withdraw a grievance at any level all further proceedings shall be barred. Should the grieved party leave the employ of the district all further proceedings on said grievance shall be barred unless the claim involves a financial remedy directly benefiting the grievant regardless of his/her employment status or possible reinstatement due to a violation of a procedural right established by an expressed provision of this contract.

- I. One (1) member of the Unit, presumably the grieved party, will be allowed to participate in a grievance at the arbitration level with no loss of pay provided the arbitration hearing does not exceed one day.
- J. No grievance shall be filed for or by any member of the Unit after the effective date of his/her resignation.
- K. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this Agreement.

ARTICLE VI: PROMOTION, TRANSFER, DEMOTION AND DISMISSAL

- A. The District reserves the right to transfer bargaining unit employees within their major work group (clerical, paraprofessional and cafeteria) so long as there is no loss of annual salary resulting from a reduction in wages and/or work year for the duration of the assignment.
- B. Members of the Unit normally assigned to specific locations may expect to enjoy continuity in such assignments. Involuntary transfers shall not take place without prior discussion with the affected employee in which any objections to the assignment by the employee shall be considered before the final decision is made. The final decision shall remain with the District.
- C. The District recognizes the desirability of the promotion of members to positions in the District.
 - 1. A position is considered vacant when it is newly created, a bargaining unit member quits or retires, a bargaining unit member is discharged, or when a bargaining unit member transfers or is promoted.
 - 2. Notice of new or vacant bargaining unit positions of fifteen (15) or more hours shall be announced by the District either through an internally distributed publication or by posting the notice in all District buildings for a period of five (5) working days prior to filling the position. If the internal candidates are equally acceptable according to the posting expectations and to the supervisor, the candidate with the most seniority will be chosen.
 - 3. When a member of another bargaining unit is assigned job duties in the WESPA bargaining unit for medical reasons and then returns to his/her regular position, the District will evaluate the work that was being done by that employee and, if needed, create a WESPA Unit position as outlined in paragraph two (2) and according to the Recognition Clause.

4. When a vacancy exists of fifteen (15) or more hours and the District decides to fill the position, procedures will begin within thirty (30) working days to fill the position. Bargaining unit members will be given an interview for a position before the position is opened to an external candidate. If both an internal and external candidate are equally qualified according to the posting expectations, the internal candidate will be offered the position. If the external candidate is chosen, the bargaining unit member(s) who interviewed for the position will be given advice about how to improve their opportunity for advancement if requested.
 5. Bargaining unit members possessing the advertised qualifications who wish to be considered for a position excluded from the bargaining unit shall be granted an interview with the appropriate supervisor.
 6. When filling a position within the bargaining unit, the District may request that a WESPA member be a part of the interview team. If the District chooses not to have a WESPA member present, the Association president or vice president may provide input regarding the position to the interview team.
- D. Those members of the Unit normally employed less than fifty-two (52) weeks shall notify the Personnel Office in writing on or before June 15 of each school year of their desire to be considered a candidate for a position that may open during the summer months for which they are qualified. Should a vacancy occur during their off time, the District shall notify the individual member and it shall be the responsibility of the member of the Unit to be available for an interview on a reasonable date established by the District. In the event the individual member is not available for the interview, the lack of the opportunity to interview is not grievable.
- E. No employee shall be discharged, disciplined or demoted without just cause.

Twenty (20) or more hour employees shall have the right to an appeal hearing with the Superintendent or his/her designee prior to demotion or dismissal. A written request for appeal shall be filed by the employee not later than three (3) days (excluding Saturday, Sunday and holidays) following receipt of written notice of demotion or dismissal. The written statement based on the appropriate action taken shall include one or more of the following:

1. A statement of the expectations not being met or not having been met.
2. Necessary corrective action with a statement or appropriate assistance to be provided or having been provided.
3. An established date at which time the deficiency shall be remedied, or shall have been established for remedy.

4. The penalty for failure to correct the deficiency.

In the event an appeal to the Superintendent is made, the time period for filing any grievance on the matter shall be extended until after the Superintendent concludes the hearing.

F. Disciplinary action shall be defined as any written warning, reprimand or suspension.

G. Progressive Discipline

1. Alleged breaches of proper conduct and reasons for possible disciplinary action shall be reported promptly to the offending employee. The Board will follow a policy of progressive discipline subject to the procedures listed below which includes verbal warning, written warning, reprimand, suspension and discharge as a last resort.
2. The point of initiation of any disciplinary action shall be determined by the severity of the employee's behavior. A supervisor/administrator receiving a complaint about an employee's performance shall bring it to the employee's attention within five (5) working days of receipt of the complaint. The employee shall receive a copy of the written complaint and shall be given an opportunity to respond to it before disciplinary action is taken.
3. Warnings and reprimands shall be discussed privately between the employee and the Administrator, except when either party requests the presence of an Association and/or Administration representative. Before any meeting is called from which disciplinary action may result, the employee shall be notified and shall be entitled to have a representative of the Association. If an Association representative is requested to be present, no longer than two (2) working days may lapse before such meeting is held unless an extension is agreed to be the mutual consent of both parties.
4. Neither party shall delay discussion of a warning or reprimand for more than five (5) working days from the date of the incident except by mutual consent.

H. Suspension means the temporary removal of a employee for disciplinary reasons or until a situation which exists can be reviewed and considered by the Superintendent. An employee may be suspended with pay under this section for investigation which may not necessarily result in disciplinary action. In case of such suspension, the Superintendent or his/her designee shall provide a meeting within five (5) working days of notification of the suspension, for the purpose of reviewing the reason for the suspension and notifying the employee of the anticipated date of completion of the investigation. An employee shall not be suspended for more than thirty (30) working days without pay for an infraction.

1. Suspension With Pay
 - a. Employees suspended under this provision shall be suspended from their assignment with pay for, but not limited to, the following reasons:
 - (1.) Investigation of charges against an employee.
 - (2.) Pending and during trial on criminal charges against an employee.
 - (3.) Pending and during internal dismissal proceedings against an employee.

2. Suspension Without Pay
 - a. Employees may be suspended from their assignment without pay or terminated for, but not limited to, the following reasons:
 - (1.) Criminal conviction concerning theft, dishonesty, moral turpitude or use of drugs, which cause detriment to the school district and student (where applicable) and affects the employee's job performance.
 - (2.) Insubordination.
 - (3.) Misuse or under the influence of alcohol or any controlled substances on campus.
 - (4.) As a progressive disciplinary action due to a series of like offenses for which less severe penalties have been rendered.
 - (5.) As a result of an internal investigation.

ARTICLE VII: EVALUATION

- A. For twenty (20) or more hour bargaining unit members, evaluations shall consist of formal and informal observation of bargaining unit member work. Each bargaining unit member will be evaluated at least once every three (3) years. If the evaluation shows unacceptable work, follow-up evaluations will be conducted in accordance with the supervisor's improvement plan. Observations shall be for periods of time that accurately sample the bargaining unit member's work. All formal observations of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member. The bargaining unit member will be notified

at least forty-eight (48) hours preceding the formal part of the evaluation unless otherwise mutually agreed to by the parties.

- B. For twenty (20) or more hour bargaining unit members, all evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation conference with the supervisor. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement.
- C. Following each formal evaluation of twenty (20) or more hour bargaining unit members, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.
- D. Bargaining unit members working less than twenty (20) hours per week shall be evaluated at least once every three (3) years. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation conference with his/her supervisor. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. All written evaluations are to be placed in the bargaining unit member's personnel file.

If a supervisor believes a part-time bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement.
- E. In the event a bargaining unit member is not continued in employment, the employer will advise the bargaining unit member of the specific reasons therefore in writing.
- F. Secretarial, paraprofessional and cafeteria evaluation forms will be developed in consultation with the Association prior to implementation.

ARTICLE VIII: SENIORITY, LAY-OFF AND RECALL

A. Seniority

1. Seniority shall be defined as length of continuous services in the employ of the District as a member of this Unit from the first day of employment while actively performing the duties assigned. Should two or more members of the Unit have the same first day of employment for purposes of seniority the date of notification by the District of appointment to the position shall prevail.
 - a. Employees who leave the bargaining unit to take a position of supervision with the Waverly Community Schools, may return to the bargaining unit with the same seniority held prior to leaving the bargaining unit.
 - b. It is expressly understood that probationary employees in the Unit shall not have seniority until the completion of their probationary period, and upon the completion of their probationary period their seniority shall be retroactive to their first day of employment as per A.4.a. of this Article.
2. Seniority shall be lost and the employment relationship terminated under the following conditions:
 - a. The employee voluntarily discontinues employment.
 - b. The employee is dismissed under provisions of Article VII of this Agreement.
 - c. An employee lay-off extends beyond one and one-half (1-1/2) years from the date of effective lay-off.
 - d. Failure of the employee to return to work within ten (10) days of being provided a notice of recall to any position covered by this Agreement
3. During September of each year, the District will prepare a clerical, paraprofessional, and cafeteria seniority list. Said list will be on file in the Personnel Office and shall be accessible to the Association's officers. No more than once a year the Association will be entitled to request a duplicate copy.
4. Probationary Period
 - a. A bargaining unit member filling a vacancy shall have a thirty (30) work day probationary period and a new employee hired into the Unit shall be considered probationary for the first sixty (60) days worked. The

probationary period may be extended by the parties and the member advised of areas which need improvement.

- b. The bargaining unit member's prior position shall not be filled during this probationary period, during which time the bargaining unit member and the District may determine whether the situation is satisfactory to both parties.
- c. During this probationary period, the employee and the immediate supervisor shall meet at least once to discuss any questions, concerns, or other aspects of work in the new position that either may care to discuss. This discussion shall be without any prejudice to the rights of either the employee or the District to determine at the end of the probationary period that the promotion is not satisfactory.
- d. If the employee, in his/her own discretion determines that the position is not satisfactory for any reason and elects not to remain in the new position, he/she may return to his/her former position. If the District, in its own discretion determines that the bargaining unit member is not satisfactory in the position for any reason and elects not to have that individual remain in the new position, the District may return the employee to his/her former position. The party who is not satisfied will provide, upon request, the reason(s) in writing for the same to the other party.
- e. The election of the employee to return to his/her former position within sixty (60) working days shall not result in any loss of pay for the time worked at a higher rate during the probationary period, or other penalty to the bargaining unit member, and the bargaining unit member will receive the rate for that position after the return. The election of the District to return the employee to his/her former position within sixty (60) working days shall not result in any penalty to the District.
- f. New employees shall be covered by insurance and sick leave benefits from the date of active employment, but shall be excluded from all other provisions of the Agreement until placed on permanent status.

B. Lay-Off and Recall - Secretaries/Paraprofessionals

- 1. In the event the District determines that a lay-off of personnel is necessary, an employee affected by lay-off may exercise seniority employment rights over the person with least District seniority subject to the following provisions:
 - a. A laid off bargaining unit member, if qualified, will assume the positions(s) of less than twenty (20) hour secretarial/ clerical/

paraprofessional personnel hired after July 1, 1987 to equal, if available, the hours per day he/she previously worked at Classification III rate.

- b. The affected employee shall be placed in the position for which he/she is qualified within the same classification. The position selected shall be one which is held by the least senior District employee.
 - c. An employee who would be laid off as a result of (b.) above shall be placed in the least senior position in the next lower classification. If there is no one with least senior district seniority in the next lower classification, the affected employee will be placed in a position in the next lower classification. This process will continue until all least senior positions in the remaining classification have been exhausted.
 - d. The District shall provide employees with a lay-off notice fourteen (14) calendar days prior to the effective date of the lay-off, except that five (5) days notice shall be required for a temporary lay-off or shift in schedule due to work stoppages by other employee unions.
2. Recall of employees shall be in reverse order of lay-off as specified in Section B.1, above.

C. Reading Support, Special Education, District Wide Reading, Gifted and Talented, and English As a Second Language Paraprofessionals

1. Section B of this article shall not apply to the above stated paraprofessional positions. It is expressly recognized that no paraprofessional may displace a secretarial/clerical employee (and vice versa) as a result of bumping during periods of layoff nor shall paraprofessionals be eligible to recall to a secretarial/clerical position (and vice versa) as a result of recall.
2. For purposes of layoff and recall, the above referenced paraprofessional position shall be classified as follows:
 - A-1 Special Education Paraprofessionals
 - A-2 Reading Support and English As a Second Language Paraprofessionals
 - A-3 District-wide Reading and Gifted and Talented Paraprofessionals
3. a. In the event the District determines that a layoff of personnel is necessary, an employee affected by layoff may exercise seniority employment rights over the person with least District seniority within the same classification for which qualified.

- b. The District may deviate from the consideration of seniority in the layoff and/or recall process for secretaries/paraprofessionals when a less senior person is the only one qualified for the position involved.
- c. The District shall provide employees with a lay-off notice fourteen (14) calendar days prior to the effective date of the lay-off, except that five (5) days notice shall be required for a temporary lay-off or shift in schedule due to work stoppages by other employee unions.
- d. Recall of employees shall be in reverse order of layoff to positions within the classification from which they were laid-off provided they are qualified.

D. Lay-Off and Recall - Cafeteria Employees

1. In the event the District determines that a layoff of twenty (20) or more hour cafeteria personnel is necessary, all layoffs shall first be made from within the lower sub classification on the basis of least seniority. Employees from the higher sub classifications may then be reassigned, if necessary, to positions within the next lower sub classifications on the basis of least seniority. If further layoffs are still necessary, employees will be laid off in order of least seniority.

In the event less than twenty (20) hour cafeteria personnel are to be laid-off, they shall have the right to displace other less than twenty (20) hour cafeteria personnel. They shall be able to first displace a person within their classification with less seniority. If such a position does not exist, then they shall displace a less senior person in the next lower sub-classification.

2. The District may deviate from the consideration of seniority in the layoff and/or recall process when a less senior person is the only one qualified for the position involved.
3. The District shall provide cafeteria employees with a layoff notice fourteen (14) days prior to the effective date of the layoff except that two (2) days notice shall be required for a temporary layoff or shift in schedule due to work stoppages by other employee unions.
4. Recall of employees shall be in reverse order of layoff to positions within the cafeteria classification.
5. It is recognized that cafeteria personnel may not bump or be bumped by secretarial or paraprofessional personnel.

- E. Laid off or reduced employees will be given the first opportunity to substitute in unit positions within their skill area if they have given prior notice to the personnel office of their desire to substitute.

ARTICLE IX: SCHOOL CLOSING

- A. Whenever students are not in attendance due to inclement weather for state-waived allowed days, full-time members of the Unit will be expected to report to their respective buildings at the regular time or as soon thereafter as weather and travel conditions will permit. Members who are unable to report to work shall notify their respective administrator at the earliest possible time and the day will be subtracted from vacation or personal leave. If the employee does not have vacation or personal leave time available, sick leave may be used.

After the state-waived allowed days, less than fifty-two (52) week employees will not report that day but will report on the designated make-up day.

Fifty-two (52) week employees will report to work, but if they are unable to report, they will notify their supervisor and use a personal or vacation leave day. If the employee does not have vacation or personal leave available, sick leave may be used.

- B. If in the judgment of the District weather conditions are sufficiently severe so as to prohibit a reasonable attempt to arrive at work, all employees covered by the Unit will receive regular pay for the day. When such a judgment is made, the closing announcement shall include a statement that members of this Unit are not required to report to work.
- C. In the event students are sent home early due to building emergency conditions, the Superintendent or his/her representative shall determine the need for sending those employees in attendance home or to another building. Under these conditions there will be no reduction in pay.

If the school is closed during the school day due to inclement weather, bargaining unit members will be excused by the Administrator as soon as they have completed their responsibilities, including supervision of students. Under these conditions, there will be no reduction in pay.

- D. A bargaining unit member intending to use a paid leave day when school is closed for the reasons stated above, shall suffer neither loss of leave time nor loss of salary.

ARTICLE X: PAID LEAVES OF ABSENCE

A. Sick Leave

1. Sick Leave Accumulation. For twenty (20) or more hour employees, sick leave is earned and credited at the rate of one (1) day per calendar month of active employment. The day shall be credited upon the first day of the month. Ten (10) days per year for less than fifty-two (52) weeks and twelve (12) days per year for fifty-two week employees. No employee shall be allowed to use sick leave beyond the pro-rated days earned to date. The accumulated sick leave plus the new year's total shall be credited at the beginning of each school year after one full year of employment.

2. Uses of Accumulated Sick Leave

The District maintains a paid personal leave program for members of the Unit. The following paid leaves shall be charged against the employee's accumulated sick leave and shall be granted for the following reasons:

- a. The illness, injury, or disability of the employee.
- b. Ten (10) days per year for illness of a family member or dependent living in the household.
- c. Seven (7) days per death of family member or dependent living in the household. Additional days may be requested from the unit member's immediate supervisor.
- d. One (1) day for attendance at funerals of persons outside the extended family. If additional time is needed, it may be requested from the Unit member's immediate supervisor.
- e. Any employee absent due to disability, compensable under the Michigan Workers Compensation Law, shall receive a paid benefit equal to the difference between daily salary as of the date of disability and the Workers Compensation payment. Payments shall be limited to the monthly value of the employee's accumulated sick leave. Accumulated sick leave will be reduced in accordance with payment.
- f. Effective February 24, 1997, a bank of three hundred dollars (\$300.00) will be established for each full-time bargaining unit member annually, to be used as a bonus for not using sick days. For the remainder of the 1996-97 school year, thirty dollars (\$30.00) will be subtracted from the bank for each sick day used by the bargaining unit member up to ten (10) days. The amount remaining in the bank shall be paid to the

bargaining unit member by July 1. Effective July 1, 1997, the bank will increase to four hundred dollars (\$400.00) with forty dollars (\$40.00) subtracted for each sick day used up to ten (10) days. Effective July 1, 1998, the bank will increase to five hundred dollars (\$500.00) with fifty dollars (\$50.00) subtracted for each sick day used up to ten (10) days.

- g. For 1996-97, part-time food service personnel shall receive a fifty cent (50¢) per hour bonus for all hours worked if they use five (5) or less sick days per year.

Beginning in 1997-98, part-time food service personnel working twenty or more hours a week shall have a bank of \$200.00 and shall have \$20.00 deducted for each day off work missed up to ten (10) days. The amount remaining in the bank shall be paid to the bargaining unit member by July 15.

Beginning in 1997-98, part-time food service personnel working less than twenty hours a week shall receive a bonus at the end of the year, to be paid by July 15, if they miss five or less days of scheduled work based on working the full school year as follows:

\$200.00 two (2) hour employees

\$300.00 for three (3) hour employees

\$325.00 for three and one-half (3.5) hour employees.

3. Paid leave is uninterrupted employment with all benefits continuing in full force. An employee having exhausted earned and accumulated paid sick leave and who is absent due to personal illness, injury or disability, immediate family illness or immediate family death, shall lose pay for each day, and shall be placed on an unpaid extended illness leave as provided for by Article XI, Section B. Sick leave days without pay shall not count toward the seventy-seven (77%) percent requirement for vacation pay.
4. An employee with five (5) years of service shall be entitled to fifty (50%) percent value of unused sick leave to a maximum of three thousand (\$3,000) dollars upon resignation from employment.

B. Personal Leave

Three (3) days for fifty-two (52) week employees, two (2) days for less than fifty-two (52) week full-time employees, and one (1) day for twenty or more hour employees leave of absence with pay, not chargeable against the employee's contract salary or sick leave allowance, shall be granted for personal business. Approval to be obtained

through the administration and arrangements made a week in advance or sufficient time to obtain a substitute in case of emergency. Personal business days shall not be used to extend a holiday, vacation period or to extend a period when school is not in session.

Unused personal business days from the previous school year shall be added to accumulated sick leave at the beginning of each new school year.

C. Jury Duty

An employee who serves on jury duty will be paid the difference between his/her pay for that duty and his/her regular pay provided proof of service and pay is submitted. Jury service will not be charged to sick leave or vacation time.

D. Medical Disability Leave Connected with Childbirth

1. A full-time member of the Unit who is pregnant shall be absent for the period limited to medical disability in connection with childbirth as determined by the attending physician. Such absence is charged to her available sick leave and does not alter her employment status with the District.
2. The District reserves the right to be furnished with statements from the attending physician regarding the employee's physical condition and also when the employee would be able to return to work.
3. In the event a full-time member of the Unit who is pregnant requests a medical disability leave which would extend beyond the normal limits of such a leave either prior to the delivery or beyond the normal recovery period, the District shall receive a statement from the attending physician which cites the medical reason why the employee is unable to perform her normal duties. Failure of the employee to secure such a statement shall cause the employee to forfeit sick leave during the period of disability.

ARTICLE XI: UNPAID LEAVES OF ABSENCE

A. Child Care Leave

A leave of absence shall be granted for twenty (20) or more hour employees, and less than twenty (20) hour employees with three (3) years of service, for the purpose of child care as follows:

1. A member of the Unit who is pregnant may be entitled to an unpaid leave of absence for the primary purpose of child care. Such leaves shall not extend

longer than one (1) calendar year. Leaves of four (4) months or less shall entitle the employee to return to the same or equivalent position.

- a. A member of the Unit may be entitled to an unpaid leave of absence for the primary purpose of caring for a child under five (5) years of age. Such leaves shall not extend longer than one (1) calendar year. Leaves of four (4) months or less shall entitle the employee to return to the same or equivalent position. The age limit as provided herein does not apply in the case of adoption.
2. Said employee shall notify the District in writing of his/her desire to take such leave and his/her intent to return and shall give such notice no less than forty-five (45) days prior to the date on which his/her leave is to begin. The written notice shall indicate the expected date of the start of the leave and shall state the anticipated date of return. The forty-five (45) day limit for prior notification may be waived by the District.
3. Seniority shall accumulate during such leave.
4. All fringe benefits shall be frozen at the existing levels except hospitalization, vision and dental insurance. The employee has the option of continuing coverage of the insurance benefits at their own expense.
5. A Unit member returning from Child Care Leave of more than four (4) months as defined in Article XI, Section A.1. shall be entitled to return in accordance with provisions of Article XI, Section B.3.

B. Extended Illness Leave

1. For twenty (20) or more hour employees, and less than twenty (20) hour employees with three (3) years of service, leaves for illness or injury of a member of the Unit extending beyond the period compensated under sick leave shall be provided, without pay, up to a period not to exceed one (1) year.
2. Proof of recovery may be required at the employee's expense prior to the return from extended illness leave. Such proof may be verified by a District named physician at District expense.
3. Upon return from leave, the employee shall be assigned to the same or equivalent position. If possible, the employee shall notify the District thirty (30) days prior to the desired date of return.
4. An employee on extended illness leave shall receive the District contribution toward group insurance only until the end of the insurance contract year. Should the extended illness leave extend beyond the insurance contract year,

the employee has the option of continuing the group insurance provided the employee assumes full responsibility for total premium.

C. Short Term Leave

Leaves of absence without pay may be granted by the District for good cause for a period of up to thirty (30) days, during which the employee shall continue to accumulate seniority. These leaves may be renewed or extended by mutual agreement of the District and the Association.

Such leaves will not be granted to enable an employee to actively seek other employment or perform a trial period for other employment.

ARTICLE XII: POSITION CLASSIFICATION

A. The District shall establish classification for all new positions and may redetermine classification for vacant singular secretarial or paraprofessional positions (positions in which no other employee holds the same job title).

B. Classification shall be determined by the District as provided by Article XII, Section A.

1. Job Classifications

Class A:

- Bookkeeper - Business Office
- Elementary Library Media Specialist
- Secretary to the Comptroller
- Head Secretary, High School
- Head Secretary, Middle School
- Head Secretary, East Intermediate
- Secretary to the Executive Director for Business, Operations & Planning
- Inventory Control Clerk
- Head Payroll Clerk
- Media Technician
- Elementary School Secretary
- Secretary to the Director of Special Services
- Office Coordinator for Community Education and Recreation
- Secretary to the Executive Director of Instructional Services
- E.S.L. Paraprofessional
- Secretary to the Facilities Manager
- Time-Out Supervisor, High School

Class I:

- Purchasing Agent/Payroll Clerk
- Bookkeeper, Community Education and Recreation, Student Services, Trust & Agency & Lunch Funds
- Secretary, Attendance/Discipline, High School
- Assistant Secretary/Bookkeeper, High School
- SSSC Technician - East Intermediate
- SSSC Technician - High School
- Library and Technology Services Secretary

Class II:

- Data Processing Computer and Terminal Operator
- Counseling Secretary, Student Services K-6
- Assistant Secretary, Middle School
- Counseling Secretary, Middle School
- Assistant Secretary/Receptionist - High School
- Attendance/Receptionist Clerk, High School
- Special Education Paraprofessional
- Counseling Secretary, High School
- Secretary to the Assistant Principal, Middle School
- General Secretary, East Intermediate
- Secretary - Instructional Development Center
- Clerk Typist, Business Office
- Reading Paraprofessional
- Processing Technician
- Secretary to Athletics/Student Activities Specialists

Class III:

- Secondary Library Clerk, High School
- Secondary Library Clerk, Middle School
- Reading Clerk, High School
- Reading Clerk, Middle School
- Community Education & Recreation Office/Recreation Assistant
- Library and Computer Center Assistant, Middle School
- Assistant Secretary to the Special Services Director
- Central Office Receptionist
- SSSC Instructional Assistant, High School
- General Education Paraprofessional
- Curriculum Paraprofessional

Cafeteria Personnel:

- A Manager
- B Department Heads - Assistant Manager, Middle School
- C Assistant Cooks
- D. Head Cashiers and Food Service Leaders
- E. Food Service/Cashier Assistants
- F. Lunch Assistants

2. The following positions will be paid at the rate of the next lower classification if the employee in the position does not have an Associate's degree or equivalent as follows: Elementary Library Media Specialist - library technology; Inventory Control Clerk - appropriate technology; Media Technician - library media; Processing Technician & Receptionist - library media. An employee shall be deemed to have the equivalent of an Associate's Degree when the employee has served in the position at the reduced rate for two (2) school years.
3. A Classification Review Committee will be established to review and reassess the classification of bargaining unit positions. The committee will be composed of two (2) bargaining unit members to be selected by the Association; two (2) administrators; and an outside professional source to be determined by the District. The committee will meet to review the reclassification instrument and to recommend changes to the Board and the Association.

All requests for reclassification must be received by the committee on or before March 1 of each even numbered year. The committee will report to the Board and the Association by the following May 1. All ratified changes shall be effective July 1.

Employees requesting a review shall be invited to be present during the committee meeting.

When the Administration determines that it shall impose significant changes in a job description of a position occupied within the bargaining unit, the Committee shall be convened upon request of the affected employee or the Administration. Any change in pay rate, as determined by the Committee, shall be effective retroactively to the time changes were made in upgrading the position, upon Board approval, and effective upon Board approval for changes made in downgrading the position.

The Classification Review Committee, when reviewing a position, shall give due credit for job responsibilities not found on the position's job description which are routinely assigned to the incumbent by the employee's supervisor.

ARTICLE XIII: COMPENSATION

A. Wages

The hourly wages of members of the Unit are set forth in Appendix "A" which is attached to and incorporated in this Agreement.

B. Longevity Pay

1. Full-time employees hired prior to December 13, 1990 shall be eligible for longevity payments.
2. Longevity payments shall be paid in a lump sum on the first pay period in December of each year, or upon the members' termination of employment, whichever is first.
3. Bargaining unit members' longevity pay shall be based on years of employment as of the member's anniversary date of employment.

5 - 10 years	\$350.00
11 - 14 years	\$625.00
15 years and over	\$700.00

C. Full-time employees who work less than fifty-two (52) weeks have the option of being paid in either twenty-one (21) pay periods or having their pay prorated to twenty-six pay periods. Employees must inform the payroll office in writing as to how they want to be paid prior to the first pay period in September or upon hire for new employees. The district will continue to pay the employee in the same manner from year to year unless it receives a written notice prior to the first pay period in September that the employee wishes to change to the other option.

D. Payment for work in excess of forty (40) hours per week will be paid in accordance with prevailing law.

E. Less than fifty-two (52) week secretaries, paraprofessionals and cafeteria employees shall be given preference over other applicants for any extra summer employment in their job category.

ARTICLE XIV: BENEFITS

A. Insurance

1. Medical/Health Insurance. Members may elect to participate in either Plan I or Plan II described below:

Plan I: For each member electing to participate in Plan I, the District shall provide up to full family MESSA Super Care I hospitalization medical and surgical insurance or comparable insurance programs selected by the Board.

The premium paid by the Board per each employee shall not exceed five hundred thirty-two dollars and fifty cents (\$532.50) per month effective July 1, 1996. Coverage shall be for a full twelve (12) month period.

Effective April 1, 1997, or as soon as possible, for each member electing to participate in Plan I, the District shall provide up to Full Family MESSA Super Q Hospitalization Medical and Surgical Insurance. The Board shall pay each participant an amount equal to the deductible of his/her selected Plan by May 1. The premium paid by the Board per each employee shall not exceed five hundred thirty-two dollars and fifty cents (\$532.50) per month. Coverage shall be for a full twelve (12) month period. Effective July 1, 1997, the premium shall not exceed six hundred dollars (\$600.00) per month. Effective July 1, 1998, the premium shall not exceed seven hundred dollars (\$700.00) per month.

Employees normally scheduled to work at least twenty (20) hours per week, but less than thirty (30) hours per week shall be entitled to a proportionate share of the maximum premium established above to be contributed toward payment of the employees' chosen health insurance program. The proportionate share shall be determined by the ratio of the number of hours the employee is normally scheduled to work to thirty (30) hours.

Plan II: The employer will provide a cash option in lieu of health benefits. The cash option shall be one hundred dollars (\$100.00) per month to invest in tax-exempt cafeteria options on a salary reduction assignment basis, including variable options available through the Michigan Education Special Services Association (MESSA), or to receive as cash. The amount of the cash payment received may be applied by the bargaining unit member to a tax-deferred annuity through a salary reduction agreement. Any amounts exceeding the employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever the contribution subsidy amount changes for the group. The

employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.

2. Dental Insurance

The District's dental insurance program shall be subject to the following conditions:

- a. Eligibility - Twenty (20) or more hour members of the unit shall be provided single, self and spouse, self and children or full family coverage as needed.
- b. Benefits - MESSA/Delta Dental Plan E (\$1,000 combined maximum per person per dental contract year) including Orthodontic Rider 0-7.

Effective July 1, 1998, the District shall have the option of implementing a different dental plan provided the parties mutually agree that the specifications, benefits and availability of participating providers of the proposed plan are equal to the current Delta Dental Plan E as specified in this section. If mutual agreement cannot be reached by May 1, 1998, the current Delta Dental Plan shall remain in full force and effect for the duration of this agreement.

- c. The monthly insurance premium will be paid in full by the District.

3. Vision

The District shall provide without cost to the twenty (20) or more hour employee MESSA Vision Service Plan 3 or a comparable plan for all bargaining unit members and their eligible dependents as defined by the carrier.

- a. The District will provide for payment of a prescription for glasses/lenses every other year. In the instance that a doctor determines that the prescription has changed in a year, the District will provide payment for frames, lenses and contact lenses. Documentation of a prescription change will be required. The District will continue to pay for a yearly eye exam.

4. Life Insurance

The District shall provide without cost, to the twenty (20) or more hour employee, life insurance in the amount of twenty-five thousand dollars (\$25,000). The life insurance carrier shall be selected by the District.

Notwithstanding the above, the terms and conditions of the insurance coverage will be based on the terms and conditions of the policy issued by the carrier. Employees newly hired by the Board shall be eligible for Board paid life insurance premiums upon acceptance of written application by the carrier on the first day of the month following the month work commenced.

Beginning in 1997-98, the District shall provide without cost to less than twenty (20) hour employees, with three (3) or more years of service, life insurance in the amount of five thousand dollars (\$5,000).

Beginning in 1998-99, the District shall provide without cost to less than twenty (20) hour employees, with three (3) or more years of service, life insurance in the amount of ten thousand dollars (\$10,000).

5. In the event of voluntary or involuntary employee termination, the District contribution toward employee group insurance shall be discontinued as of the effective date of termination.
6. The provision of the above insurance shall be subject to the rules and regulations of the underwriters.
7. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in her/his behalf for failure to comply with this paragraph.

B. Holidays

1. Bargaining unit employees shall receive regular day's pay for the holidays listed below provided:
 - a. On the date of the holiday the employee has completed the probationary period.
 - b. The employee has worked scheduled hours the entire day on the last day scheduled for his/her classification prior to the holiday and the first day scheduled for his/her classification after the holiday, unless such failure was excused by the administration or unless the holiday fell during the employee's scheduled vacation period.
2. The holidays covered by this Article are as follows:

Less Than Fifty-Two (52) Week Employees Who Work Twenty (20) Or More Hours Per Week - Memorial Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving, New Year's Day, Presidents Day, and Christmas Day.

Less Than Fifty-Two (52) Week Employees Who Work Less Than Twenty (20) Hours Per Week - For 1997-98: Thanksgiving Day and Christmas Day; For 1998-99: Thanksgiving Day, New Year's Day, and Christmas Day.

Fifty-Two (52) Week Employees - Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Presidents Day and Memorial Day.

3. The fifty-two (52) week employees will not be expected to work the work day prior to Christmas nor the work day prior to New Year's Day except when the holiday falls on Thursday, in which case the Friday after would be substituted in each case for the day prior. If the holiday falls on Monday, the Tuesday after Monday will be substituted in each case for the day prior if school is in session. When the legal holiday occurs on Saturday, the holiday will be observed on the preceding Friday unless school is in session, then Monday will be substituted; or when the holiday falls on Sunday, the following Monday will be observed.
4. In addition to the holidays listed in Subsection 2, full-time bargaining unit members shall have one paid contract day per year to be used at their discretion. This day shall only be used during periods when school is not in session, such as Winter, Mid-Winter, Spring and Summer breaks. Employees shall give two weeks notice to their immediate supervisor of when they are scheduling the day. All such requests shall be granted unless the scheduling of such a day would severely hinder school operations. If the day cannot be scheduled, the employee shall receive a regular days pay for the day not used, to be paid no later than July 1.

C. Vacations

1. The schedule of vacation benefits is as follows:

Fifty-two (52) week secretaries

1 year but less than 5 years	10 days
5 years but less than 15 years	15 days
15 years or more	20 days

Less than fifty-two (52) week secretaries

(hired prior to December 13, 1990)

1 year but less than 5 years	5 days
5 years or more	8 days

Pro-rated one (1) year benefits will be paid to secretaries who have less than one (1) full year employment on July 1.

2. All ten month secretaries, when transferring to a fifty-two (52) week employee position, shall receive the vacation days to which he/she is entitled, pro-rated according to the vacation time allotted per C.1. above. Vacation pay for less than fifty-two (52) week secretaries will be paid in a lump sum with the last pay period.

Secretaries working less than fifty-two (52) weeks will use their vacation days when they are not regularly scheduled to work. Vacation days may be used during regular scheduled working days when special permission is obtained in advance.

3. Vacation pay shall consist of a continuation of the prescribed salary for the period of the vacation.
4. To be eligible for full vacation pay, a secretary must have been paid for seventy seven (77%) percent of his/her scheduled time during the past year. Eligible employees who fail to meet this requirement shall receive a pro-rated vacation benefit based upon the number of hours paid.
5. Full-time Cafeteria employees hired prior to December 13, 1990:

During the first five (5) years of employment, vacation pay will be based on one-half (1/2) day per month for each month worked. Beginning with the sixth (6th) year of employment, vacation pay will be based on one (1) day a month for each month worked. For vacation purposes, the school year will be considered as ten (10) months. Vacation pay will be issued with the last pay period of the work year.

6. A vacation day will not be charged against an employee on vacation leave if for some reason school is not in session on that day or days.

D. Retirement

1. Seventy (70) shall be the maximum retirement age in the Waverly Schools if allowed by law.
2. A twenty (20) or more hour employee covered by the Unit who retires, having reached the minimum age of fifty (50), and who has ten (10) years of employment within the District shall receive a retirement payment of one hundred dollars (\$100.00) per year of employment with the consolidated Districts and with the Waverly Community Schools. Maximum payment shall be three thousand dollars (\$3,000.00).

A less than twenty (20) hour employee covered by the Unit who retires, having reached the minimum age of fifty (50), and who has ten (10) years of

employment within the District shall receive a retirement payment of fifty dollars (\$50.00) per year of employment with the consolidated Districts and with the Waverly Community Schools. Maximum payment shall be one thousand dollars (\$1,000.00).

3. The benefits will be paid at the conclusion of the last year of employment on or before July 1. To be eligible for July 1 payment, notice of retirement shall be provided no less than thirty (30) days prior to July 1.
4. In case of death of an employee while still actively employed by the District, the approved retirement shall be paid to the designated beneficiary.

E. Mileage

The Board shall reimburse employees for mileage accrued when his/her personal vehicle is used to travel on a scheduled regular basis between work locations. The employee shall be reimbursed at the current IRS rate per mile.

ARTICLE XV: CONTINUITY OF OPERATIONS

The Association shall not, at any time so long as this Agreement is in effect, authorize, sanction or condone, nor will any bargaining unit member take part in any strike, slow-down, stoppage, sit-in, or picketing of the Waverly Community Schools. The Association further agrees that it will not, nor will any bargaining unit member support or recognize any such activities by other bargaining units. In the event of any such action on the part of an individual bargaining unit member, the Association officers will immediately post notices and release public statements advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Association. Should the Association not adhere to and abide by the provision, it shall be liable for any and all damages, injuries, and costs incurred by the District. The District shall have the right to discipline, including discharge, any bargaining unit member for taking part in any violation of this provision.

ARTICLE XVI: SCOPE OF THIS AGREEMENT

This Agreement shall supersede all practices, policies and agreements in effect or which shall have occurred prior to its ratification, when such practices, policies or agreements are in conflict with specific provisions of this Agreement.

ARTICLE XVII: DUES DEDUCTION, AGENCY SHOP, AND PAYROLL DEDUCTIONS

- A. Association Membership. Each member employed by the District as of September 1, 1981, shall by October 1, 1981, advise the Association in writing as to whether he/she desires to join the Association and pay dues or pay a service fee. The gathering of said designations shall be the responsibility of the Association, and the Association shall inform the District of each unit member's desire in writing.
- B. Financial Responsibility. The Association is required under this Agreement to represent all of the members in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Association. The terms of this Agreement have been equally made for all of the members in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each member in the bargaining unit pay equally for benefits received and that each assume his/her fair share of the cost of representation.
- C. Service Fee. Each bargaining unit member who is not a member of the Association in good standing or does not make application for membership by January 1, 1985, or upon completion of their probationary period, whichever is later, shall as a condition of employment, pay a service fee. The service fee shall be determined by the Association, but in no event shall the amount of said fee exceed the regular monthly dues uniformly required of employees who are members of the Association. The amount of said dues or service fee shall be that amount which the Association designates in writing during the first two weeks of September of each year.
- D. Member's Authorization. Each bargaining unit member may sign and deliver to the District an assignment authorizing the deduction of Association dues or a service fee, as the case may be. Such authorization shall continue in effect from year to year unless revoked in writing by the member. Member authorizations for the deductions of Association dues, or for the payment of the service fee shall identify the member, the amount of each deduction, the period for which deductions are to be made, and shall be signed by such member.
- E. District Responsibility. During the employment interview the District shall inform potential candidates of the Master Agreement and the agency shop provision. The District shall notify the Association of any newly employed bargaining unit member prior to his/her first day of employment. The District shall deduct the authorized amount due from each member's pay and transmit the total deduction to the Association within thirty (30) calendar days following such deduction, together with a listing of each member for whom deductions were made, except that the District shall not be required to make deductions authorized by a member during any pay period such employee did not provide services to the District unless such member was on a paid leave of absence or receiving sick leave benefits authorized by this Agreement. The District shall use its best effort to make the aforesaid deductions in the manner set forth and assumes no responsibility for any errors in making such deductions other than to correct such

errors. In the event of overpayment, the Association agrees to refund such monies forthwith.

- F. Limitations. In the event a member fails to pay the Association dues or service fee to the Association, such failure shall not cause the member to be terminated. However, the District recognizes the right of the Association, based on the obligations set forth in this Agreement, to pursue collection of either the Association dues or the service fee by appropriate actions in a court of competent jurisdiction. The Association agrees that in no event shall the District be a party to such collection action, that it shall not be involved in any manner in the enforcement of or collection of any employee's obligation to the Association and that the Association shall not use wage assignment or garnishment as methods for collecting dues or fees.
- G. Payroll Deduction. The District shall deduct from the pay of each bargaining unit member from whom it receives authorization to do so and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.
- H. Save Harmless. The Association agrees to indemnify and save the District and including each individual school board member, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability that may arise out of or by reason of, action by the District for the purpose of complying with this Agreement.

ARTICLE XVIII: MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be printed at the expense of the District and presented to all bargaining unit employees now employed or hereafter employed by the District during the term hereof.
- B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- C. Employees shall report all conditions they believe to be recognized as hazardous to their health and safety to their supervisor. The District will investigate the reported hazards and report investigation results within ten (10) working days to the employee who filed the report. Identified hazards will be eliminated within a reasonable time period to maintain members' health and safety.
- D. Any member of the Unit shall submit to a physical or psychiatric examination at the request of the District as a condition of continued employment due to circumstances related to job performance. The District reserves the right of selection of the doctor or

agency conducting the examination and agrees to underwrite all costs for such examination. An employee may seek a second opinion at his/her own expense for the District's consideration.

- E. A bargaining unit member designated by the school administrator, who in good faith administers medication to a pupil in the presence of another adult pursuant to written permission of the pupil's parent(s) or guardian and in compliance with the instructions of a physician shall not be liable in a criminal action or for civil damages as a result of the administration, except for an act of omission amounting to gross negligence or willful or wanton misconduct. All medication shall be clearly marked and kept in its original pharmacy container. A locked space shall be provided for the storage of all medication. It is understood that in an emergency that threatens the life or health of a pupil another adult need not be present to administer the prescribed medication. The Board shall provide appropriate training for members designated to dispense medication.

ARTICLE XIX: DURATION OF THE AGREEMENT

- A. This Agreement shall be effective on the date of final ratification by both parties and shall continue in effect for three (3) years until June 30, 1999. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. It is further expressly understood and agreed by both parties that this Agreement may only be reopened under the following two (2) conditions:
1. At least sixty (60) days prior to June 30, 1999, the parties will meet to negotiate new terms and conditions of employment.
 2. This Agreement may be reopened for negotiations only by the mutual and written agreement of the parties.
- B. Neither party shall have control over the selection of the bargaining representatives of the other party. It is recognized that no final agreement between the two parties may be executed without ratification by the Association and by the Board; but the parties mutually pledge that bargaining representatives shall be clothed with all necessary power to negotiate an Agreement.
- C. It is expressly understood that the Health Insurance premium payment amounts (Article XIV, Section A-1, Plans I and II) for bargaining unit members and all the wages shall be applied retroactively to July 1, 1996.
- D. For part-time cafeteria personnel this agreement shall be effective as of July 15, 1997.

ARTICLE XX: CAFETERIA PERSONNEL

- A. Employees covered by this Agreement working five and one-half (5.5) or more hours per day shall receive seventy dollars (\$70.00) yearly to purchase appropriate white shoes. Uniforms will be provided for full-time employees. Cloth aprons shall be provided for Food Service Leaders, Head Cashiers, and Food Service/Cashier Assistants. Plastic aprons shall be provided for all Lunch Assistants. An adequate supply of linens will be provided on a weekly basis to effectively complete cleaning assignments.
- B. When an employee temporarily assumes the responsibility of another job for a day or more, the employee shall be paid the rate for that job or his/her own rate, whichever is higher (excluding training periods).
- C. All work menus will be reviewed by the Central Kitchen manager at least three (3) working days prior to publication.
- D. If the work hours of a cafeteria position are reduced below that which would place the position in the bargaining unit or if the position falls outside of the Unit due to subcontracting, the work load of remaining cafeteria bargaining unit members shall not be increased unless his/her hours are increased.

ARTICLE XXI: PARAPROFESSIONALS

- A. In recognition of additional responsibilities, special education paraprofessionals who work one-on-one with a student shall be paid an hourly premium in the amount of fifty cents (\$.50) per hour. If the assignment is shared with another paraprofessional, each will be entitled to the hourly premium for the hours he/she works as an individual paraprofessional.
- B. Special education paraprofessionals who work one-on-one with a student will be included in IEPC's and staffings during the school day at the request of the supervisor.
- C. If a supervisor requests that a paraprofessional be present at a parent-teacher conference, IEPC, and/or staffing outside of the normally scheduled day, he/she shall be paid at his/her regular rate of pay.
- D. If a paraprofessional is required to attend meetings before or after regular working hours, he/she shall be paid at his/her regular rate of pay.
- E. To facilitate better communication regarding their students, special education paraprofessionals will be given one (1) additional hour per week outside their regular work day to consult with their supervisor. The supervisor and the paraprofessional will mutually agree as to when the additional time will be scheduled.

APPENDIX A: WAGES 1996-97

Effective July 1, 1996 the 1996-97 salary schedule will be adjusted by 2.5% for full-time personnel.

1996-97 Secretarial/Paraprofessional Schedule

	First 3 Months	4 - 12 Months	Beginning of Second Year	Beginning of Third Year
A	\$11.86	\$12.86	\$13.36	\$13.86
I	11.67	12.67	13.17	13.67
II	10.68	11.68	12.18	12.68
III	9.92	10.92	11.42	11.92

First three months @ \$2.00 less per hour than third year.
Four-twelve months @ \$1.00 less per hour than third year.
Second year @ \$.50 less per hour than third year.
Deletes Class IV and V and places positions in Class III.

1996-97 Cafeteria Schedule

	First 3 Months	4 - 12 Months	Beginning of Second Year	Beginning of Third Year
A	\$9.94	\$10.94	\$11.44	\$11.94
B	8.32	9.32	9.82	10.32
C	7.81	8.81	9.31	9.81

First three months @ \$2.00 less per hour than third year.
Four-twelve months @ \$1.00 less per hour than third year.
Second year @ \$.50 less per hour than third year.

D	8.00 for all employees and sick leave bonus.
E	7.75 for all employees and sick leave bonus.
F	7.50 for all employees and sick leave bonus.

APPENDIX A: WAGES 1997-98

Effective July 1, 1997 the 1997-98 salary schedule will be adjusted by 2.0% for full-time personnel and twenty-five cents (25¢) per hour for part-time cafeteria personnel.

1997-98 Secretarial/Paraprofessional Schedule				
	First 3 Months	4 - 12 Months	Beginning of Second Year	Beginning of Third Year
A	\$12.14	\$13.14	\$13.64	\$14.14
I	11.94	12.94	13.44	13.94
II	10.93	11.93	12.43	12.93
III	10.16	11.16	11.66	12.16

First three months @ \$2.00 less per hour than third year.
Four-twelve months @ \$1.00 less per hour than third year.
Second year @ \$.50 less per hour than third year.
Deletes Class IV and V and places positions in Class III.

1997-98 Cafeteria Schedule				
	First 3 Months	4 - 12 Months	Beginning of Second Year	Beginning of Third Year
A	\$10.18	\$11.18	\$11.68	\$12.18
B	8.53	9.53	10.03	10.53
C	8.01	9.01	9.51	10.01

First three months @ \$2.00 less per hour than third year.
Four-twelve months @ \$1.00 less per hour than third year.
Second year @ \$.50 less per hour than third year.

D 8.25 for all employees
E 8.00 for all employees
F 7.75 for all employees

APPENDIX A: WAGES 1998-99

Effective July 1, 1998 the 1998-99 salary schedule will be adjusted by 2.0% for full-time personnel and fifteen cents (15¢) per hour for part-time cafeteria personnel.

1998-99 Secretarial/Paraprofessional Schedule

	First 3 Months	4 - 12 Months	Beginning of Second Year	Beginning of Third Year
A	\$12.42	\$13.42	\$13.92	\$14.42
I	12.22	13.22	13.72	14.22
II	11.19	12.19	12.69	13.19
III	10.40	11.40	11.90	12.40

First three months @ \$2.00 less per hour than third year.
 Four-twelve months @ \$1.00 less per hour than third year.
 Second year @ \$.50 less per hour than third year.
 Deletes Class IV and V and places positions in Class III.

1998-99 Cafeteria Schedule

	First 3 Months	4 - 12 Months	Beginning of Second Year	Beginning of Third Year
A	\$10.42	\$11.42	\$11.92	\$12.42
B	8.74	9.74	10.24	10.74
C	8.21	9.21	9.71	10.21

First three months @ \$2.00 less per hour than third year.
 Four-twelve months @ \$1.00 less per hour than third year.
 Second year @ \$.50 less per hour than third year.

- D** 8.40 for all employees
- E** 8.15 for all employees
- F** 7.90 for all employees



