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6/30/94

AGREEMENT

between

WAKEFIELD TOWNSHIP SCHOOLS
BOARD OF EDUCATION

and

WAKEFIELD EDUCATION SUPPORT
PERSONNEL ASSOCIATION

1991 - 1994

Wakefield Township Schools

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PREAMBLE

This Agreement is entered into on the first day of July, 1991, by and between the Board of Education of the Wakefield Township School District, hereinafter called the "Board", and the Wakefield Education Support Personnel Association, hereinafter called the "Association", affiliated with the WUPEA/MEA-NEA. The signatories shall be the sole parties to this Agreement.

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Public Acts of 1965, as amended, to bargain with the Association as the representative of its Bargaining Unit Members with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative of its employees listed as follows:

All regularly scheduled full-time and part-time custodial/maintenance, food service, secretaries, aides, and transportation personnel, excluding the school nurse, school bookkeeper, executive secretary/secretary to the superintendent, school administration, and supervisory personnel.

ARTICLE II - EMPLOYEE STATUS

- A. A permanent full-time employee is an employee who works thirty-five (35) hours or more per week for a twelve (12) month period.
- B. A seasonal full-time employee is an employee who works thirty (30) hours or more per week during the school year or less than twelve (12) months.
- C. A part-time employee is an employee who works less than thirty (30) hours per week.

ARTICLE III - TEMPORARY EMPLOYEES

- A. The Board and the Association agree that temporary employees shall be defined as students. The parties further agree that the number of temporary employees hired will not exceed five (5) at any one time. In no case will the period of employment of any temporary employee exceed ninety (90) days. In the event temporary employees are used during the school year, such use shall be subject to approval by a committee of four (4) equally divided between management and the Association.
- B. The school district may continue to use students and others whose wages are paid in whole or in part by another agency. However, such employees cannot be used to perform work in such a way as to replace, displace, or reduce the work hours of bargaining unit members.
- C. Volunteers shall not be used to perform work in such a way as to replace, displace, or reduce the work hours of bargaining unit members.

ARTICLE IV - BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, but not in conflict with the conditions of this Agreement, the right to:
1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.
 2. Continue its rights of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
 3. Direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees.
 4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees.
 7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other

facilities.

8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision.
- B. Limits on Board Rights: The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement.

ARTICLE V - ASSOCIATION RIGHTS

- A. The Association shall have the right to use the school facilities and equipment at reasonable times when such facilities and equipment are not otherwise in use. The Association shall pay the cost of all materials and supplies or other costs incidental to such use.
- B. The Board agrees to furnish to the Association, in response to written requests, information concerning the financial resources of the district, together with information relevant to collective bargaining as well as information necessary for the Association to process any grievance or complaint. The Association shall pay reasonable cost for duplicating and reproducing requested material(s).
- C. The rights granted herein to the Association shall not be granted or extended to any other competing labor organization.
- D. The Association shall have the right to post notices of activities and matters of Association concern in designated areas in each building.
- E. Duly authorized representatives and their respective affiliates shall be permitted to transact official Association business on school property outside of the school day at reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- F. The Association may use the internal document delivery service of the employer, without U.S. postage, and employee mail boxes for communication to bargaining unit members.

ARTICLE VI - ASSOCIATION SECURITY AND PAYROLL DEDUCTION

- A. In accordance with the terms of this article, each bargaining unit member within thirty (30) days of employment shall join the Association or pay an Association representation service fee.
- B. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- C. Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures.
- D. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit the same to the Association.
- E. The Board shall deduct from the pay of each bargaining unit member from whom it receives authorization to do so, or pursuant to section D of this article, the required amount for the payment of dues or service fees. The dues or service fee shall be deducted from the first regular pay check each month beginning in September for a period of ten (10) months. Such dues or fees accompanied by a list of bargaining unit members from whom they have been deducted from each, shall be forwarded to the Association no later than thirty (30) days after the deductions were made.
- F. A bargaining unit member who shall tender or authorize the deduction of membership dues or service fees required as a condition of acquiring or obtaining membership in the Association shall be deemed to meet the conditions of this article so long as the bargaining unit member is not more than sixty (60) days in arrears of payment of such dues or service fees.

- G. The Association shall notify the Board thirty (30) days prior to any change in its dues.
- H. The employer shall provide, without cost to the bargaining unit member, services necessary, including payroll deduction, to enable the bargaining unit member to participate in mutually agreed upon programs.
- I. The Association agrees to indemnify and save the district, including individual school board members and their agents, harmless against any liabilities for damages and costs or other forms of liability which may arise out of or by reason of action taken by the district or its agents in complying with this article.

In the event of legal action against the employer because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The employer gives notice of such action to the Association enabling the Association to respond to any such action within required time limits and permits them intervention as a party if it so desires, and
2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

ARTICLE VII - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of this Agreement.
- B. The grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between the parties to this Agreement as to the application and interpretation of this Agreement or Public Act 379. In order to be a proper matter for the grievance procedure, the grievance must be presented in writing within ten (10) working days of the employee's knowledge of its alleged occurrence. The employer will answer, in writing, any grievance presented to it, in writing, by the Association.
1. Level One - A grievant alleging a violation of this contract shall first meet with the immediate supervisor to orally discuss the grievance in an attempt to resolve same. The grievant may have a representative of the Association present at this meeting.
 2. Level Two - If the grievance is not resolved at Level One, the grievant shall reduce the grievance to writing on the form provided in the Appendix and shall deliver the form to the principal. Within five (5) working days, the principal shall meet with the Association's grievance committee to discuss and attempt to resolve the grievance. Within five (5) working days after such meeting, the principal shall deliver a written disposition of the grievance to the Association and the grievant.
 3. Level Three - If the grievance is not resolved at Level Two, the grievant shall reduce the grievance to writing on the form provided in the Appendix and shall deliver the form to the superintendent. Within five (5) working days, the superintendent shall meet with the Association's

- grievance committee to discuss and attempt to resolve the grievance. Within five (5) working days after such meeting, the superintendent shall deliver a written disposition of the grievance to the Association and the grievant.
4. Level Four - If the grievance is not resolved at Level Three, within five (5) working days, the Association shall so note in writing on a copy of the grievance form and deliver the form to the Board. The Board shall arrange a meeting within fourteen (14) days or the next scheduled board meeting with the Association to discuss and attempt to resolve the grievance. Within five (5) working days after such meeting, the Board shall deliver a written disposition of the grievance to the Association and the grievant.
 5. Level Five - If the grievance is not resolved at Level Four, within five (5) working days of the receipt of the Board's disposition of the grievance the Association may refer the matter for arbitration by notifying the Board of its intent to pursue the grievance to arbitration. If the parties cannot agree upon an arbitrator, the Association may refer the matter to the American Arbitration Association in writing.
 6. The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.
 7. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Association, its members, the employee or employees involved, and the employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from, any of the terms of this Agreement.
 8. Any grievance not answered within the time limits by the employer shall

- be deemed settled on the basis of the Association's original demand.
9. Any grievance not appealed by the Association within the time limits shall be deemed settled on the basis of the employer's last answer.
 10. The timelines shall be strictly observed, but may be waived or extended by written agreement of the parties.
 11. If a grievance is sustained by the arbitrator, the fees and expenses of the arbitrator and the district shall be paid by the Board. If the grievance is not sustained by the arbitrator, the fees and expenses of the arbitrator shall be paid by the Association. If the decision is split, the fees and expenses of the arbitrator shall be shared equally by the parties.
 12. No employee shall suffer a loss of wages as a result of participation in the arbitration. If the district utilizes substitute(s) to cover for employees participating in said arbitration, the union shall bear the cost of the substitute(s).

ARTICLE VIII - WORKING HOURS, LOADS AND ASSIGNMENTS

- A. The normal work day schedule for all employees shall be established by the employer based on the employer's determination of the needs and resources of the district. Changes in the regular work schedule will not be made without a prior two (2) week notice except in cases of extreme emergency or extenuating circumstances. Hours may be mutually rearranged by the employer and employee on an as needed basis.
- B. The normal work week for employees shall be Monday through Friday. The work hours for employees shall be posted. Employees shall be entitled to a thirty (30) minute duty free unpaid lunch period.
- C. Employees shall be entitled to four (4) minutes of relief for each hour of work up to a maximum of thirty (30) total minutes per day. Employees may take a maximum of two breaks per day, one during each half of an employee's shift. Relief periods may be used concurrently with lunch periods where mutually agreed upon by the employee and his/her supervisor. They may also be used at the beginning or ending of a work day if authorized.
- D. All extra driving trips which are not part of the drivers' regularly scheduled runs shall be offered to the eight (8) drivers in rotation based on seniority. Selection of trips shall occur on the Friday before the week in which the trips are scheduled.
- E. When non-driving overtime is scheduled, overtime shall be divided among qualified employees as follows: Overtime will be covered by the use of an "Overtime Chart" and will be offered to employees on a rotational basis. The initial list shall be in order of seniority. Said list will start over each July 1. An employee refusing an overtime request shall be moved to the bottom of the list.
- F. On work days in which school is not in session and where applicable, shifts

may be changed to straight time (days) providing it is approved by the administrator in charge. For purposes of this section, straight time shall mean taking a paid ten (10) minute morning relief period and a twenty (20) minute paid lunch with no afternoon relief period.

- G. Overtime worked in excess of forty (40) hours in any one week (Sunday through Saturday) shall be compensated at one and one-half (1 & 1/2) times the employee's hourly rate. If compensatory time is requested and granted in lieu of overtime, the employee will be compensated at one and one-half (1 & 1/2) hours for each hour worked.
- H. Employees shall be compensated at double their hourly rate for all hours worked on Sundays. Employees required to work on holidays will be compensated at one and one-half (1 & 1/2) times the employee's regular pay for all hours worked plus holiday pay.
- I. The minimum call out for overtime shall be two (2) hours. The employees shall be expected to work the hours.
- J. A split shift shall be construed as a work day in which the employee has more than a one and one-half (1 & 1/2) hour non-paid period (including lunch) between scheduled work periods.
- K. For the first three (3) days, if school is cancelled or dismissed due to weather conditions or other unforeseen and uncontrollable circumstances, employees shall not be required to report for work or shall be allowed to leave after early dismissal, with no loss of pay. Thereafter, employees may be called in to work. Employees will make a reasonable effort to report to work, but if an employee is unable to report due to adverse conditions, he/she shall suffer no penalty. Also, there shall continue to be no loss of pay for employees who are not called in or who work less than their full daily schedule. Custodians and secretaries shall not leave school until all

- busses have returned to the garage and everything is locked up.
- L. In the event an employee's duties or hours are significantly changed as a result of the employer exercising rights in accordance with Section A, it shall be considered a new position and all positions within the affected classification shall be subject to the vacancies and transfers procedure.
 - M. Temporary assignments for the purpose of filling in for employees who are on vacation, absent because of illness, etc., for a minimum of ten (10) consecutive work days, will be granted to the most senior qualified employee. Such employee shall receive the rate of pay for the higher classification for all hours worked while filling such assignments. However, in no event will an employee be expected to perform his/her own work and that of an absent employee.
 - N. Weekend and holiday inspections shall be paid in accordance with the Fair Labor Standards Act and the overtime provisions of this contract.

ARTICLE IX - VACANCIES AND TRANSFERS

- A. A vacancy shall be defined, for the purposes of this Agreement, as a position previously held by a bargaining unit member, a newly created position within the scope of the bargaining unit, or changing a part-time position to a full-time position within the bargaining unit, that the employer wishes to fill. No vacancy shall be filled until it has been posted for at least seven (7) calendar days.
- B. Whenever a vacancy occurs, a copy of the posting will be sent to the Association representative and to all employees not working.
- C. All postings shall contain, but not be limited to, the following information:
1. the type of work
 2. location
 3. rate of pay
 4. hours of work
 5. qualifications
 6. classification
 7. starting date
- D. Members of the bargaining unit shall be granted full consideration in the filling of any vacancies. Vacancies shall be filled by the most senior qualified bargaining unit member, excepting that a less senior candidate may be selected if he/she has superior training and skills.
- E. The employee shall have a four (4) week trial period, during which time the employee shall have the opportunity to revert back to his/her former position. In the opinion of the district, if the employee has not demonstrated the ability to perform the work, he/she may be transferred back to his/her former position, and the reasons for transfer will be set forth in writing.

- F. During the trial period, employees shall be paid the rate of the job they are performing.
- G. Employees required to work in a higher classification shall be paid the rate of the higher classification.
- H. An involuntary transfer is the reassignment of an employee from one shift to another with similar employment conditions. Involuntary transfers shall be only for reasonable and just cause. Prior to any involuntary transfer, the employer shall seek volunteers. In the event such a transfer is required, the least seniored, qualified employee shall be affected.

ARTICLE X - SENIORITY

- A. Seniority shall be defined as length of continuous service within the district. Seniority shall not be broken by layoff or leave, but during layoff or leave, seniority shall not accrue. In the circumstance of more than one individual beginning employment on the same date, prior substitute service in the bargaining unit, if any, with the school district shall be counted. If the bargaining unit members' days of service are still the same, such a tie shall be broken by a drawing of all members starting on the same work day.
- B. Association members whose work assignments are less than the normal contractual year shall receive prorated seniority based on the actual number of hours paid divided by 1080, not to exceed one (1) year.
- C. An Association member will lose his/her seniority rights if he/she:
1. retires,
 2. resigns,
 3. is discharged for cause,
 4. fails to report for work within ten (10) days following receipt of a written recall to employment while on layoff,
 5. is absent from work for three (3) consecutive days without notifying the employer,
 6. voluntarily transfers to a non-bargaining unit position,
 7. is on layoff or leave for more than five (5) years. Employees hired after July 1, 1991, shall be subject to recall for two (2) years.
- In unusual circumstances, where the employer deems proper, exceptions to the above may be made.
- D. The employer shall keep an up-to-date seniority list and shall provide to the Association such copies of said list once per year in September.

ARTICLE XI - STAFF REDUCTION

- A. When a reduction within the district is needed, the affected employee(s) and the Association will be notified as to which position(s) will be eliminated or reduced at least fourteen (14) calendar days prior to the reduction.
- B. When a reduction within the district is needed, the Board will determine which position(s) will be eliminated or reduced. An employee whose position will be eliminated or reduced shall have the right to bump a less senior employee provided he/she is qualified. An employee will have five (5) working days to bump. The bumping procedure may continue until the least senior employee has been laid off or an employee does not qualify for a given position.
- C. When filling vacancies which occur after a reduction in staff, laid off bargaining unit members who have been released less than two (2) years, shall be recalled in the order of seniority, with the most senior member being recalled first to any position for which he/she is qualified. Effective July 1, 1991, newly-hired bargaining unit members shall be subject to recall for two (2) years. If the employee fails to report to work within ten (10) working days from the receipt of the recall notice via certified or registered mail, that person shall be considered a voluntary terminated employee. However, if an employee is recalled to a position of lesser hours, he/she shall have the option to refuse the position and shall not be removed from the recall list as a result of this action.
- D. An employee may elect to accept layoff rather than exercise his/her bumping rights.
- E. An employee shall be limited to bumping the number of hours he/she worked at the time his/her position was reduced or eliminated.
- F. For the purposes of this Agreement, qualified shall be defined as capable of

skillfully and efficiently performing the job duties as summarized in the job posting in a competent manner with minimal instruction.

Qualified includes the following:

1. any licenses, certification and training necessary to perform the job,
and
2. demonstrated skills and merits.

The most senior qualified employee shall be selected, excepting that a less senior candidate may be selected if he/she has greatly superior training and skills. The burden of proof of greatly superior training and skills shall be on the Board.

ARTICLE XII - EMPLOYEE DISCIPLINE

- A. Discharge, demotion, suspension, reprimand, or any other disciplinary action applied to an Association member shall be made only for reasonable and just cause and in accordance with the policies and provisions of this Agreement. Transfer to a similar position and pay shall not constitute demotion.
- B. New employees shall be considered to be in a probationary period during their first ninety (90) days of work. Upon completion of the probationary period the Board shall notify the employee and the Association. A probationary employee shall not be granted the use of the grievance procedure if he/she is discharged, demoted, or suspended.
- C. An Association member shall be notified in advance of a meeting where a disciplinary action is contemplated and shall be entitled to have an Association representative present.
- D. Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. Any such discipline shall be progressive in nature and subject to the Grievance Procedure. A copy of the written disciplinary action will be given to the employee. The Board may initiate discipline at any step based on the seriousness of the alleged misconduct.
- E. Use of Past Record: In imposing any discipline on a current charge, the employer will not take into account any prior infractions which occurred more than two (2) years previously, unless related to the discipline in progress.

ARTICLE XIII - PERSONNEL FILES

- A. An employee shall have the right to review the contents of all records as required by law, excluding information that the laws exclude. An individual may have an Association representative present at such a review.
- B. The employee shall be provided a copy of any material inserted in his/her file that is not excluded by law. If an employee is requested to sign material to be placed in his/her file, such signature does not necessarily mean agreement with the material's content.
- C. If there is a disagreement with information contained in a personnel record, removal or correction of that information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. The statement shall not exceed five sheets of 8.5-inch by 11-inch paper and shall be included when the information is divulged to a third party and as long as the original information is a part of the file. If either the employer or employee knowingly places in the personnel record information which is false, then the employer or employee, whichever is appropriate, shall have remedy through legal action to have that information expunged.

ARTICLE XIV - SICK AND PAID LEAVES

- A. Employees covered by this Agreement shall accumulate one (1) sick leave day per month not to exceed twelve (12) days per year with 180 days accumulation in 1991-92, 190 days accumulation in 1992-93, and 200 days accumulation in 1993-94. Sick days and personal doctor and dental appointments will be charged to the nearest one-half (1/2) day. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and sick leave days will be construed as days worked specifically.
- B. Employees hired after July 1 shall be credited one day for each major fraction of a month employed during the first fiscal year.
- C. Upon the employer's request, a return-to-work slip, signed by a physician, shall be presented by the employee upon returning, covering absences for personal illness extending beyond four (4) consecutive work days.
- D. Any employee covered by this contract and employed in the district ten (10) or more years in the Wakefield Township Schools shall receive upon death or termination (except for cause) of his/her services from the said system \$2.50 for each unused sick leave hour, but not exceeding a total of \$3,600.00 in 1991-92, \$3,800.00 in 1992-93, and \$4,000.00 in 1993-94.
- E. A maximum of five (5) days per year of sick leave shall be allowed in case of illness, emergency and doctor or dental appointments in the immediate family. Additional days may be granted at the discretion of the superintendent. The employee shall explain, in writing, the reasons for needing the extra days. The superintendent's decision shall be final. For the purposes of this section, the immediate family shall be defined as spouse, children, parents of the employee or other persons living in the immediate household of the employee.

- F. A maximum of five (5) days per occurrence will be allowed for death in the immediate family as defined above and a maximum of three (3) days per occurrence will be allowed for death of a brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or grandparent-in-law.
- G. Employees shall be granted up to three (3) days of personal leave per year, non-cumulative. Notice of intent to use such leaves must be submitted at least twenty-four (24) hours in advance of days requested. Personal leave days shall not be granted for the work day preceding or the day following holidays or vacations. When school is in session, no more than three (3) employees shall be allowed personal leave on the same day. Exceptions may be made for emergencies with approval by the superintendent.
- H. A leave with pay shall be granted to an employee called for jury duty. An employee who serves jury duty will be paid the difference between his/her pay and the pay for jury duty.
- I. A total of three (3) professional days shall be granted to the Association for the purpose of attending Association meetings or for conducting other Association business. The cost of replacement personnel will be paid by the Association when costs are incurred by the employer.

ARTICLE XV - UNPAID LEAVES

- A. Following one (1) year of employment, an employee may request for any purpose, and, upon approval of the Board, shall be granted a leave of absence without pay for a period of time not to exceed one (1) year. Extensions of the leave may be granted if requested in writing thirty (30) days prior to the expiration of the leave.
- B. Child care leave up to one (1) year shall be granted upon written request by the employee and supported by a statement from the employee's physician. The employee will notify the Board at the earliest opportunity. The employee may elect the option of using accumulated sick leave and/or vacation credit upon commencement of the leave. The balance of the leave shall be without pay. If the leave is less than six (6) months, vacation rights shall not be lost for that year. Disability due to pregnancy will be treated as sick leave (Article XIV).
- C. Upon return from leave, the employee shall be assigned to the same position held prior to his/her leave. If the position has been eliminated, seniority and the bumping procedure specified in Article XI, Staff Reduction, shall be controlling.
- D. Seniority shall not accrue while an employee is on an unpaid leave of absence.
- E. An employee may elect to continue his/her insurance coverages while on leave. The employee shall be responsible for the premiums and shall remit said premiums to the district no later than the first day of the month for which the premium is due.

ARTICLE XVI - VACATION

- A. A permanent full-time employee will earn credits toward vacation with pay in accordance with the following schedule:
- | | |
|-------------------------------------|-----------------|
| After one (1) completed year | Two (2) weeks |
| After six (6) completed years | Three (3) weeks |
| After thirteen (13) completed years | Four (4) weeks |
| After twenty (20) completed years | Five (5) weeks |
- B. Bargaining unit members employed on May 30, 1990, shall be grandfathered and shall be eligible for one (1) additional day of vacation for each year of employment over twenty (20) years with a cap of five (5) days. Employees hired after May 30, 1990, shall earn vacation as specified in section A above.
- C. Vacation eligibility will become effective on the employee's anniversary date each year.
- D. Except in the case of an emergency as determined by the superintendent, requests for vacation must be made two (2) weeks prior to the vacation date. Vacations will be granted on the basis of "first come-first served," considering both the wishes of the employee and the operation of the school district.
- E. If a regular payday falls during the employee's vacation, the employee may receive his/her check in advance before going on vacation. The request for the paycheck must be made two (2) weeks in advance, except in emergencies.
- F. Vacations may not be waived and extra pay received for work during that period. Exceptions may be made in special cases, by mutual agreement.
- G. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event the incapacity continues past the employee's anniversary date, the employee

will be awarded payment in lieu of vacation.

- H. When a holiday is observed by the employer during a scheduled vacation, the vacation may be extended one (1) day, continuous with the vacation.
- I. If an employee is laid off or retired, the employee shall receive any unused vacation credit, including that accrued in the present calendar year.

ARTICLE XVII - HOLIDAY PROVISIONS

A. The paid holidays are designated as:

1. Fourth of July
2. Labor Day
3. Thanksgiving Day
4. Friday following Thanksgiving
5. the day preceding Christmas
6. Christmas Day
7. the day preceding New Years Day
8. New Years Day
9. Presidents Day
10. Good Friday
11. Easter Monday
12. Memorial Day

Employees will be paid their current rate based on the employee's daily average work day for said holidays.

- B. In order for an employee to be granted holiday pay he/she must work his/her regularly scheduled work day before and after the holiday.
- C. Should a holiday fall on Sunday, Monday shall be considered as the holiday.
- D. Should a holiday fall on Saturday, Friday shall be considered as the holiday.

ARTICLE XVIII - BARGAINING UNIT MEMBER SELF-IMPROVEMENT

- A. The parties support the principle of continuing education for Association members and participation in their professional organizations.
- B. Any Association member who is required by the Board to complete a course of study related to his/her responsibilities at an accredited college, university, or other institution, shall receive reimbursement from the Board for tuition, books, supplies, meals, lodging and transportation expense.

ARTICLE XIX - WORK LOAD AND MEETING

- A. The parties recognize that a working environment conducive to good employee morale is desirable for the operation of the district. Therefore, the administration will endeavor to establish equitable work loads and listen to suggestions or problems which will provide for improved productivity and employee morale.
- B. The superintendent, the president of the Association, and another Association representative (when requested by the president) shall meet once a month at the request of either party for the purposes of discussing matters of mutual concern in order to maintain open and effective communication.
- C. Employees shall be responsible for reporting to the secondary principal. In the absence of the secondary principal he/she shall report to the superintendent. In the absence of both supervisors he/she shall report to a designated representative.

ARTICLE XX - ANNEXATION AND CONSOLIDATION

- A. If the Wakefield Township School District is the annexing district, the seniority list shall remain unchanged and the incoming support personnel from the annexed district will begin with zero (0) years of seniority on the list.
- B. Consolidation shall be in accordance with state laws.

ARTICLE XXI - MISCELLANEOUS PROVISIONS

- A. Copies of the Agreement shall be duplicated by the employer and distributed to all bargaining unit members no later than thirty (30) days after ratification by both parties.
- B. The employer shall provide to new bargaining unit members a copy of this Agreement at the time the employee begins work.
- C. Employees shall not use their personal vehicle to conduct school business.
- D. The Board shall pay the full cost of any health related tests required by the district.
- E. All seasonal employees and part-time employees shall receive all fringe benefits on a pro-rated basis commensurate with hours worked versus a permanent (thirty-five [35] hours per week) full-time employee, 1820 hours per year.
- F. The employer shall pay up to five percent (5%) of the employee's total salary toward his/her retirement plan.
- G. Employees shall receive two (2) annual passes to all local athletic events during their employment.

ARTICLE XXII - INSURANCE PROTECTION

- A. The Board shall provide for a full twelve (12) month period to each full-time permanent employee and his/her eligible dependents, without cost, MESSA Super Med 1 health insurance. The Board shall be responsible for paying the deductible as follows: On the first payday in February, bargaining unit members who have elected two-person or family coverage shall receive a separate check in the amount of one hundred thirty dollars (\$130) before taxes to cover the cost of their deductible. Bargaining unit members who have elected single-person coverage shall receive a separate check in the amount of sixty-five dollars (\$65) before taxes to cover their deductible. For the 1992-93 and 1993-94 school years, the health insurance coverage provided shall be the same as the health insurance program negotiated by the Wakefield Education Association and the Wakefield Board of Education.
- B. The Board shall continue to provide without cost the dental program in place at the time this contract is ratified. Effective August 1, 1990, the Board shall provide Delta Dental Plan D-004, 60/60/60 with \$1,000 maximum to each permanent full-time bargaining unit member and his/her eligible dependents.
- C. The Board shall provide that employees who choose not to be covered by the insurance programs as specified above may elect a cash payment in lieu of said benefits equal to one-half (1/2) the single subscriber rate. No employee shall suffer a reduction in this compensation as a result of the change from Super Med 2 health insurance to Super Med 1 health insurance. The Board shall be responsible for administering the plan properly and shall hold the employees harmless from any liability associated with its failure to administer this plan in accordance with IRS regulations.
- D. Each employee will be covered by the applicable workers compensation laws. The employer shall make up the difference between the workers compensation

payment and the employee's actual take-home pay. The supplement shall be deducted from the sick leave accumulation on a pro-rata basis.

- E. All benefits and coverage shall be subject to and conditioned upon proper application by the employee for coverage and acceptance by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy, rules and regulations of the carrier.

ARTICLE XXIII - WAGES

<u>JOB CLASSIFICATIONS</u>	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
Head Bus Driver/Mechanic	\$10.10	\$10.40	\$10.70
Custodian	9.50	9.80	10.10
Driver	9.85	10.15	10.45
Elementary Secretary	9.20	9.50	9.80
Secondary Secretary	9.35	9.65	9.95
Head Cook	9.00	9.30	9.60
Assistant Cook	8.10	8.40	8.70
Food Server	7.65	7.95	8.25
Teacher Aide I	7.80	8.10	8.40
Teacher Aide II	8.00	8.30	8.60
Noon Aide	7.65	7.95	8.25

Probationary Rate - Twenty-five (25) cents less than the rate for the classification in which hired.

Employees shall earn longevity by the following schedule:

	<u>91-92</u>	<u>92-93</u>	<u>93-94</u>
After one (1) completed year.....	\$.30	\$.40	\$.55
At the beginning of six (6) years.....	\$.35	\$.45	\$.60
At the beginning of thirteen (13) years.....	\$.45	\$.55	\$.70
At the beginning of twenty (20) years.....	\$.50	\$.60	\$.75

The employee's anniversary date shall determine eligibility for longevity increments.

- A. Employees working a split shift (one and one-half [1.5] hours or more between work) shall receive fifteen (15) cents per hour additional for all hours worked.
- B. Shift Differential: Employees working the second shift (any worker beginning

work after 11:00 a.m.) shall be paid an additional fifteen (15) cents per hour for all hours worked.

- C. Custodians performing maintenance work, such as painting, masonry, plumbing, carpentry, upholstering, shall receive twenty-five (25) cents per hour over the regular rate for all hours worked in maintenance work. Jobs are to be awarded with consideration of both seniority and competency.
- D. The actual cost of meals and lodging will be paid by the school district for out-of-district trips. Drivers are required to submit a receipt prior to being reimbursed.
- E. Employees from other classifications who drive bus for the district shall be paid at the driver rate for all hours driven.

ARTICLE XXIV - DURATION OF AGREEMENT

A. All provisions of this Agreement shall be effective as of July 1, 1991. All provisions shall continue in effect until June 30, 1994. Negotiations for a successor agreement between the parties shall begin at least sixty (60) days prior to the contract expiration date. 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 by mutual agreement of the parties.

FOR THE WAKEFIELD EDUCATION
SUPPORT PERSONNEL ASSOCIATION
WUPEA/MEA-NEA

Date Signed: _____

FOR THE WAKEFIELD TOWNSHIP
SCHOOLS BOARD OF EDUCATION

Date Signed: _____

LETTER OF UNDERSTANDING
between
WAKEFIELD EDUCATION SUPPORT PERSONNEL ASSOCIATION
and
WAKEFIELD TOWNSHIP SCHOOLS BOARD OF EDUCATION

In resolution to the issue of prior military service, the above named parties hereby agree to the following:

Upon ratification of the contract by the parties, all existing and/or laid off bargaining unit members shall be grandfathered with regard to military time served for purposes of seniority, vacation, wages, longevity, and any other contractual privileges which had previously been granted for such service.

FOR THE WAKEFIELD TOWNSHIP
SCHOOLS BOARD OF EDUCATION


Bruce A. Evans, Superintendent

December 19, 1989
Date

FOR THE WAKEFIELD EDUCATION
SUPPORT PERSONNEL ASSOCIATION


W. Craig Farrell, Uniserv Rep

December 19, 1989
Date

LETTER OF UNDERSTANDING

Between

THE WAKEFIELD EDUCATION SUPPORT PERSONNEL ASSOCIATION

And

THE WAKEFIELD TOWNSHIP SCHOOLS BOARD OF EDUCATION

The above named parties hereby agree to the following:

1. Management will reorganize the custodial/driver and driver/mechanic positions in accordance with Article VIII, Sections A. and K.
2. The six (6) positions shall be re-bid, based on seniority.
3. There shall be no reduction in hours for the employees as a result of the reorganization.

FOR WAKEFIELD TOWNSHIP SCHOOLS
BOARD OF EDUCATION:

FOR WAKEFIELD EDUCATION
SUPPORT PERSONNEL ASSOCIATION:

Date: _____

Date: _____

Note: This Letter of Understanding is obsolete (1/92).

GRIEVANCE FORM

Wakefield Education Support Personnel - MEA/NEA

Grievance # _____

- Submit to Superintendent in Duplicate -

Building	Assignment	Name of Grievant	Date Filed
_____	_____	_____	_____

LEVEL I

- A. Date Cause of Grievance Occurred _____
- B. Date Grievance Discussed with Immediate Supervisor _____
- C. Name & Title of Immediate Supervisor Contacted _____

- D. Name of Association Representative Accompanying Grievant _____

LEVEL II

- A. Statement of Grievance _____

- B. Relief Sought _____

Signature Date

- C. Disposition by Immediate Supervisor _____

Signature Date

LEVEL II, continued

D. Position of Grievant and/or Association _____

Signature

Date

LEVEL III

A. Date Received by Superintendent _____

B. Disposition by Superintendent _____

C. Position of Grievant and/or Association _____

Signature

Date

LEVEL IV

A. Date Received by Board _____

B. Disposition of Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

LEVEL V

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature

Date

