

8937

8/15/97

WYOMING PUBLIC SCHOOLS
BOARD OF EDUCATION

MASTER AGREEMENT

WITH

KENT COUNTY EDUCATION ASSOCIATION
AFFILIATED WITH THE MICHIGAN EDUCATION ASSOCIATION/NEA
WYOMING EDUCATIONAL SUPPORT STAFF ASSOCIATION (WESSA)

AUGUST 15, 1994 - AUGUST 15, 1997

Wyoming Public Schools

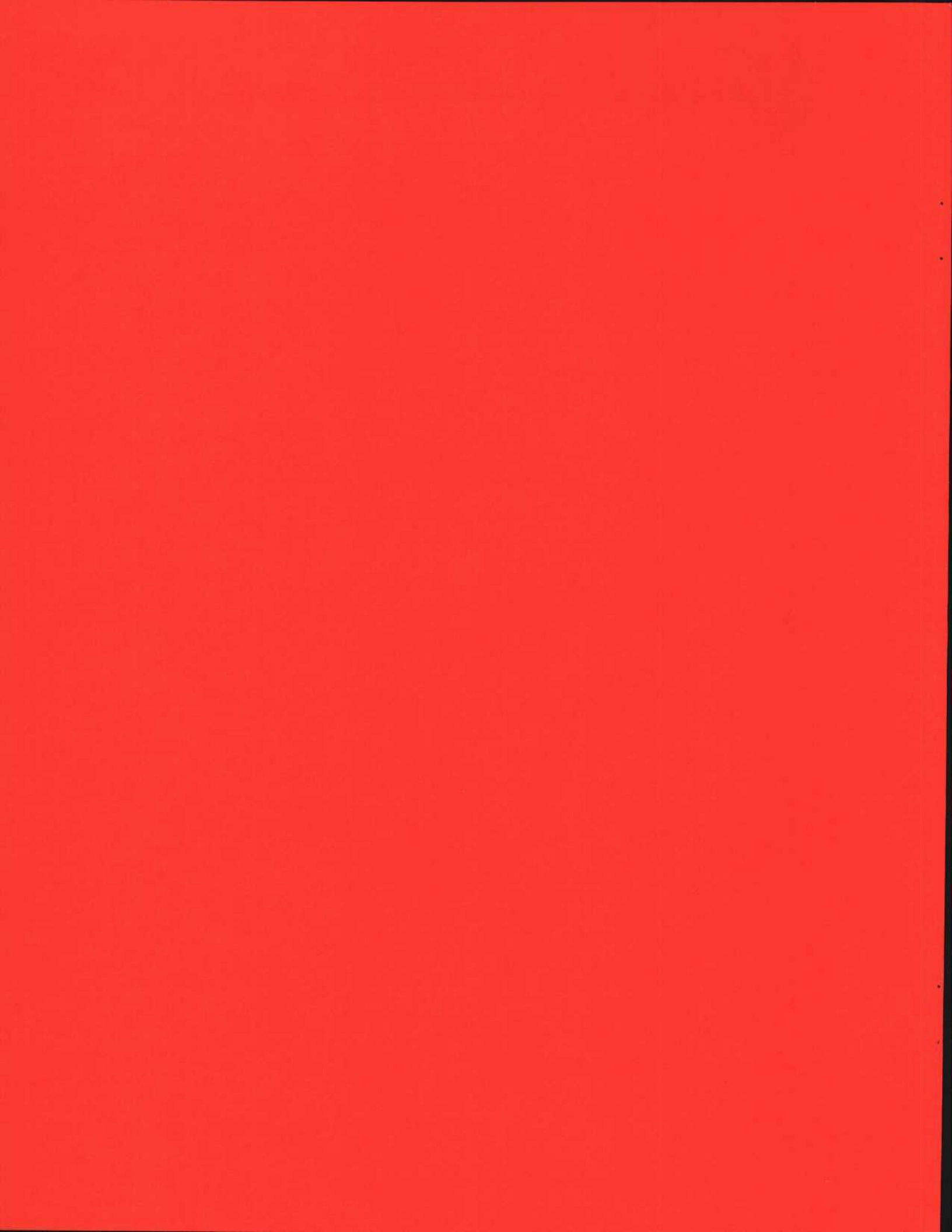


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AGREEMENT

This Agreement is entered into this August 15, 1994, by and between the Board of Education of the Wyoming Public Schools (hereinafter called the "Employer"), and the Kent County Education Association affiliated with the Michigan Education Association/NEA (hereinafter called the "Union").

ARTICLE I
RECOGNITION

A. Included and Excluded

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the Employer recognizes the Union as the exclusive bargaining agent for all full-time and part-time food service employees, including assistant cooks, kitchen employees and food service van drivers; all regularly scheduled secretarial and clerical employees; all regularly scheduled custodial, maintenance, courier, tool room and mechanic employees, except high school students; all full-time and part-time paraprofessionals, Community Education paraprofessionals, and teacher assistants regularly scheduled to work twelve (12) hours or more per week; and all regularly scheduled bus drivers, substitute bus drivers and KOHS drivers in its yellow school bus transportation operation employed by the Wyoming Public Schools, and Job Skills Trainers; but excluding Supervisors, Central Office, (except for Compensatory Education secretarial/clerical positions) Community Education secretaries, lunchroom/playground aides, highway coach drivers and non-Wyoming drivers transporting students to and from KOHS, KOHS secretaries, KOHS paraprofessionals, KOHS food service employees and all other employees.

B. Individual Grievances

The Employer agrees not to negotiate with any employee organization other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual from presenting a grievance and having it adjusted without the intervention of the Union, provided, that the Union has been given the opportunity to be present at such adjustment.

C. Titles

The term "employee", singular or plural, when used hereinafter in this Agreement shall mean a member of the bargaining unit as defined hereinabove, provided that provisions of this Agreement can have limited applicability to certain groups of employees in the bargaining unit by use of an appropriate designating term preceding the term "employee". Reference to one gender shall include the other.

D. Volunteers

Volunteers may continue to be used provided they do not cause a layoff or reduction of hours of any bargaining unit employee.

E. Bus Driver Work Jurisdiction

1. Transportation of students to and from their homes and the school buildings or between the school buildings of the school district in the Employer's daily operation or charters after school in yellow school buses or vans assigned for daily runs shall be work assigned to bargaining unit employees.
2. The Employer will not use any combination of two (2) or more vans to avoid the assignment of a bus driver to a charter run for which a yellow school bus has traditionally been used.

F. Regular Part-time Custodial Maintenance/Mechanic Employees

Regular part-time custodial maintenance and mechanic employees are those employees regularly scheduled to work less than eight (8) hours per day and/or forty (40) hours per week.

G. Seasonal Employees

Seasonal employees are those employees used to perform seasonal work. Seasonal employees shall be limited to three (3) from April 1 to Memorial Day with no limit after Memorial Day until Labor Day, and from Labor Day through the last Friday in October, their work shall be limited to grounds tasks. Such employees shall not be employed while bargaining unit members within the classification are on layoff or have reduced hours. Seasonal employees shall not be given overtime work when bargaining unit members are willing to accept such work except in an emergency.

H. Temporary Employees

Temporary employees are those employees who work sixty (60) working days or less on special projects and are not normally regularly scheduled and shall not be covered by this Agreement. However, such employees shall not be employed while bargaining unit members within the classification are on layoff or have reduced hours.

I. Seasonal and Temporary Employees

Seasonal and temporary employees shall not be used to displace and/or replace regular bargaining unit employees.

J. Night Personnel/College and High School Students of Wyoming Public Schools

Night personnel/College and High School Students of the Wyoming Public Schools shall not be covered by this agreement. They shall not be used to replace, displace, or take the place of regular employees. The number of students employed as custodial helpers shall not exceed twelve (12) at any one time, and they shall not work more than four (4) hours per day, twenty (20) hours per week, except during times of the school year when school is not in session. However, such employees shall not be employed when bargaining unit members within the classification are on layoff or have reduced hours. The Board may employ non-bargaining unit high school and/or college students to work evening hours up to four (4) hours per evening.

Wyoming Public Schools may utilize night shift employees (high school and/or college students), who shall not be covered by this agreement, to facilitate the necessary coverage to allow scheduling of a one hour lunch on the day shift.

NOTE: Restriction on performance of bargaining unit work by nonbargaining unit personnel shall not adversely affect the co-op program.

K. Substitutes

The employer may hire temporary substitute employees to substitute for employees on leaves of absence, for a period not to exceed the length of the absence, up to one year.

ARTICLE II

RIGHTS OF THE EMPLOYER

A. Source of Rights

It is agreed that the Employer hereby retains and reserves unto itself, without limitation and without prior negotiations with the Union, all the powers, rights, authority, duties and responsibilities enumerated in the School Code of 1976 and conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States, including, and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities and affairs of its employees;
2. Hire all employees and determine their qualifications and the conditions of their continued employment;
3. Promote, transfer and assign all employees;
4. Determine the size of the work force, and to expand or reduce the work force;
5. Establish, continue or revise policies and adopt work rules and regulations;
6. Dismiss, demote and discipline employees;
7. Establish, modify or change any work, business or school hours or days;
8. Determine the services, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or delivering its services and methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or subcontracting thereof or changes therein, and the institution of new and/or improved methods;
9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

B. Limited By Agreement

The exercise of foregoing powers, rights, authority, duties and responsibilities by the Employer, 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 specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III

UNION RIGHTS

A. Right to Support Union

Pursuant to applicable Michigan Statutes, the Board hereby agrees that every employee of the Board of Education shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining. The Board will not directly or indirectly discourage or deprive or coerce any employees in the enjoyment of any rights conferred by Act 379 of the State of Michigan or of the Constitution of the United States.

B. Non-Discrimination

The Board will not discriminate against any employee with respect to hours, wages, or any term or condition of employment by reason of membership in the Association.

C. School Building Use

The Union and its members may use the Board of Education building facilities at reasonable times and hours for meetings as long as it does not interfere with the job responsibilities and operations and when such buildings are available and a custodian is on duty. The request for room usage must be made following the policy established for building or facility usage. The Union shall have the right to use the Interschool mail carrier system to send notices and other union information to members.

D. School Equipment Use

The Union has the privilege, with permission by the persons responsible, to use meeting facilities and office equipment of the schools, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided those operating the equipment are skilled and knowledgeable in its operation and the material is not detrimental to the Employer and Union relationship and all expendable materials will be furnished by the Union. The Union shall be responsible for any and all damages to the school facilities and equipment due to misuse by the Union.

E. Posting Notices and School Mail

The Union shall have the right to post notices of activities and matters of Union concern on Union bulletin boards, at least one of which shall be provided in each school building and may use the district internal mail service for communications to employees, provided such notices and communications are not detrimental to the Employer and Union relationship.

F. Information

The Board agrees to furnish information which may be necessary for the Union to process any grievance providing no violation of the Rights and Privacy Act is apparent.

G. Copies of Agreement

The Board will furnish a copy of this agreement to each employee in the bargaining unit and to each new employee and twenty (20) additional copies to the Union without cost.

H. Released Time for Grievance/Negotiations

Union representatives shall not lose time or pay for authorized time spent in investigating complaints and/or handling grievances, or negotiations during their regular scheduled working hours, after receiving prior authorization from their immediate supervisor.

I. Released Time for Union Meetings

Each school year the Union will be allowed up to two and one-half (2 1/2) hours of release time to schedule general membership meetings on days when students are not in attendance. The two and one-half (2 1/2) hours may be apportioned for not more than three (3) meetings each school year. The date, time and place of the meetings shall be mutually arranged between the Employer and the Union president. Any employees who are otherwise scheduled to work on the date and at the time of the meeting shall be released from their scheduled duties, without loss of pay, to attend the meetings, which shall include necessary travel time to and from their work sites. The parties will endeavor to establish the meeting date, time and place which will minimize the number of employees released from work, but which will reasonably assure maximum attendance. The Employer in its discretion may allow up to one (1) additional hour of meeting time upon request from the Union.

J. Released Time for Union Conferences and Training Sessions

Each school year the Union will be allowed sixty (60) hours of released time for employees to attend conferences and training sessions endorsed by the Union, without loss of pay from the employees' scheduled work. The Employer in its discretion may approve the use of these hours for other Union related activities upon request from the Union on each occasion.

K. Notice of Discipline

The Union President or designee shall receive written notice of any suspensions and terminations of any employee within five (5) days of issuance. The time line for instituting a grievance of the action shall not begin to run until such notice is received.

ARTICLE IV

UNION SECURITY

A. Dues Deduction

All employees in the bargaining unit, shall have deducted from their pay monthly, either membership dues of the Union or representation service fees. Employees who are hired or become members of the bargaining unit after the effective date of this Agreement shall have such deductions commence upon the expiration of the sixty (60) working day probationary period.

B. Amount of Dues/Fees

The Union shall certify to the Employer by October 1 of each year the membership of the Union subject to deduction of membership dues and the amount of the Union dues to be deducted. The Union shall also certify to the Employer by October 1 of each year the amount of the representation service fee to be deducted.

C. Monthly Installments

These amounts so certified shall be deducted in equal installments and forwarded to the Union's Treasurer on or before the fifteenth (15th) day of each month following the month in which deductions were made. A listing of each employee, and the amount that is deducted each month shall accompany the deductions remitted to the Union. The Employer shall notify the Union's treasurer in writing upon the hiring or severance of any bargaining unit member. Notice of scheduled hours and hourly rates for all employees shall be provided monthly.

D. Disputes

If an employee disputes the legitimacy of such a deduction, the amounts deducted shall be held in escrow until the employee has exhausted internal appeal procedures, and/or judicial remedies.

E. Save Harmless

The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, costs, awards, suits or other forms of liability including but not limited to back pay, damages and court or administrative agency costs that may arise out or by reason of any action taken by the Employer for the purpose of complying with this Article, subject however to the following conditions:

1. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the Article at the defense which may be asserted against the Board in any court or tribunal.
2. The Association has the right to choose legal counsel to defend any said suit or action.
3. The Association shall have the right to compromise or settle any claim made against the Board under this Article.

ARTICLE V

EMPLOYEE RIGHTS AND SECURITY

A. Discipline and Just Cause

No employee who has fulfilled the probationary period, shall be reprimanded, disciplined, demoted or deprived of any benefit included in this contract without just cause. The Employer agrees to follow the concept of progressive discipline as established in labor relations precedents. The Employer agrees that upon discharge of an employee, that no action shall be taken until the employee has had an opportunity to meet with a Union representative provided the delay is not more than twenty-four (24) hours. When imposing any discipline on a current charge, the Employer will not take into account any reprimands which occurred more than three (3) years previously, provided there has been no repeat of the same or similar conduct during the past three (3) year period. Except in case of an emergency situation, employees shall not be publicly disciplined.

B. Union Representation

An employee upon request shall be entitled to have a Union representative of his/her choice present in any meeting with his/her supervisor or a representative of the Employer in which the employee is to be disciplined or in which the Employee is under investigation which could lead to discipline against the employee. When a request for such representation is made, no action shall be taken until a representative can be present provided that no disciplinary action shall be delayed more than twenty-four (24) hours from the time of request being made.

C. Personnel Files

All employees shall have the right to review the contents of their personnel files consistent with the provisions of the Employee Right to Know Act. At the employee's request a union representative may be present.

D. Complaints

All complaints against the employee that are to be included in his/her personnel file shall identify the person bringing the complaint and signed by the employee prior to placement in his/her file. The employee shall have the right to attach a statement of his/her position regarding the complaint.

E. Assault

Any instance of assault upon an employee while in the performance of his/her assigned duties shall be promptly reported to the Employer or its designated representative.

1. The Employer shall provide its legal counsel to advise the employee of his/her rights and obligations with respect to such assault.
2. The Employer shall assist the employee to obtain an investigation, prosecution and disposition of the matter by the proper law enforcement authorities. Any civil suits shall be pursued solely by the employee in his/her individual capacity without the assistance of the Employer.

F. Safety

All reasonable steps will be taken to adequately maintain school parking lots and the transportation center area.

G. Loss or Damage to Personal Property

The Board shall reimburse an employee for loss, damage or destruction of his/her personal property used in the course of provided instruction while on duty for the school. This obligation shall extend to loss, damage or destruction of an employee's personal property while left unattended in any automobile parked in the designated parking area on the school premises, provided such automobile is equipped with a fully enclosed body, the property was left in a locked enclosure out of view unless prior approval is obtained otherwise, and the loss is a direct result of forcible entry into the fully enclosed body, the doors and windows of which shall have been securely locked. Damage to an employee's automobile due to vandalism or malicious acts related to employment while the automobile is parked in a designated parking area on the school premises, shall also be covered under the limits of this provision. This obligation shall not encompass wear, tear or gradual deterioration of property or loss of money. The Board shall be obligated to pay for such loss, damage or destruction in an amount greater than twenty-five dollars (\$25.00) but not to exceed two hundred fifty dollars (\$250.00). No reimbursement for items under \$25 will occur. This obligation shall extend only to (that portion of) any such loss not covered by insurance taken out by the employee and shall be payable only after the employee has first exhausted all possibility of collecting for such loss either under his/her own insurance or from the person involved, if any. Written report of the loss shall be submitted to the supervisor within forty-eight (48) hours of the time of sustaining such loss, weekends and holidays excepted. The written report shall provide sufficient evidence to support the proof of loss. In cases of damage, theft or vandalism, a police report must be filed and the employee must cooperate with the authorities and the Board in any investigation, prosecution, or action to determine the person responsible and obtain recovery.

H. Smoke Free Environment

1. The Board of Education shall maintain a smoke free environment in accordance with state law.
2. Penalties for violation of this policy shall be limited to an oral or written reprimand during the first year of this policy's existence. If no subsequent violation occurs within one year of a written reprimand, the reprimand shall be purged from the employee's file. Habitual offenders will be subject to progressive discipline procedures and practices up to and including demotion.
3. The Board of Education will fund up to two general smoking cessation programs during the first two years of this policy.
4. Additional resources may be available through the Wellness Program.

ARTICLE VI

SENIORITY

A. Probationary Period

An employee shall be in a probationary status for the first sixty (60) working days of employment. The probationary employee shall be subject to immediate dismissal at any time prior to the conclusion of the probationary period.

B. Date of Hire

Upon fulfilling the probationary period an employee shall be credited with seniority rights from the date of hire.

C. Seniority Defined

Seniority shall be defined as the length of an employee's service within the bargaining unit's respective seniority classifications from the employee's most recent date of hire. Time spent on layoff or unpaid leave of absence shall not accumulate as service time for seniority but shall not constitute a break in continuous employment. Work in a substitute or temporary position will receive seniority credit, provided such work is uninterrupted and the person is hired as a regular employee. In such cases, the probationary period will begin upon regular employment.

D. Classifications

The bargaining unit classifications shall be:

1. Food Service Employees
2. Secretarial/Clerical Employees
3. Paraprofessionals
4. Bus Drivers
5. Custodial/Maintenance Employees and Mechanics
6. Teacher Assistants
7. Community Education Paraprofessionals
8. Job Skills Trainers

E. Seniority by Classifications

1. Seniority is not cumulative between groups and may be exercised only within the classification in which it is accumulated. Movement from one classification to another shall not terminate seniority the employee has accumulated in any other classifications during that employee's current period of employment.
2. Community Education paraprofessionals who have successfully completed one (1) or more years in the K-12 program may receive full seniority credit on the K-12 classification seniority list for their time in Community Education. For this section only, one (1) year shall be defined as having received a satisfactory evaluation i.e., April. The absence of an evaluation is deemed satisfactory performance. To qualify for the credit, the paraprofessional must be currently working in the K-12 paraprofessional classification and must declare his/her desire to be on the K-12 seniority list in writing to the Assistant Superintendent between April 1 and May 15 of any given year. Paraprofessionals selecting the K-12 seniority list shall have their names removed from the Community Education list.

F. "Bumping"

For purposes of layoff and/or vacancies, employees shall retain the right to exercise seniority previously accumulated in any other classification within the bargaining unit during the employees current period of employment.

G. Ties

In the event more than one employee has the same length of service in a seniority classification, seniority ranking shall be determined by ranking those employees in order of the highest four digit numbers taken from the last four digits of each employee's social security number.

H. Seniority Lists

The Employer shall prepare and maintain a seniority list showing the length of service each member has accumulated within the classifications with the Employer. Two (2) copies shall be furnished to the President of the Union once each year by December 1st. Each employee shall receive a copy of the seniority list of those employees in his/her classification once each year by December 1st.

I. Unpaid Leaves

In the event of unpaid leave of absence that exceeds thirty (30) days or an employee taking a position with the Employer which is not within the bargaining unit seniority accumulated to that point shall be frozen.

J. Loss of Seniority

Seniority shall be lost by an employee upon termination or resignation. An employee who accepts a supervisory position with the Employer shall retain all seniority earned in bargaining unit classifications; frozen as of the date the employee leaves the bargaining unit. Excluding supervisors employed as of September 1, 1993, this exception shall remain in effect for two years at which time the employee must return to the bargaining unit or forfeit all accrued seniority.

K. Mandatory Retirement

Effective January 1, 1986, the Employer may adopt a policy requiring employees to retire from employment when the Employee reaches the age of seventy (70) years.

L. Non-Bargaining Unit Positions

If an employee accepts a position with the Employer which is not included in the bargaining unit, and thereafter within six (6) months, returns to a position within the bargaining unit by the posting procedures of Article VII, the employee shall have accumulated seniority in the seniority classification of the bargaining unit from which the employee left for the time worked in the position not within the bargaining unit. Employees under the above circumstances shall retain all rights previously accrued in the bargaining unit for the purpose of any benefits provided in this Agreement.

ARTICLE VII

VACANCIES

A. Vacancies Other Than Bus Driver Positions

1. Posting

All vacancies other than bus driver positions shall be posted in a conspicuous place in each building and to all food service kitchens for a period of ten (10) working days, and with a copy sent to the Association President. Said posting shall contain the following information:

- a. Classification
- b. Location of Work
- c. Starting Date
- d. Anticipated Number of Hours to be Worked
- e. Prioritized Qualifications
- f. Anticipated Duration of Position (Nonbinding)

2. Reposting Positions

When hours are increased to the point of reaching or increasing fringe benefits and the position is anticipated to maintain the new level until the end of the school year, the position shall be posted but physical relocation shall not occur until semester break or the next year, whichever is earliest.

3. Application

Interested employees may apply in writing to the Superintendent, or designee, within the ten (10) day posting period.

4. Qualifications

- a. Vacancies shall be filled with the best qualified applicant. Seniority will be considered when filling vacancies. When there are no applicants from within the classification in which the vacancy arises the most qualified applicant for the vacancy from another classification shall be given preference for the vacancy, if he/she is as qualified as any other applicant.
- b. Qualifications will be based upon job descriptions. The union will be provided copies of any change in written job descriptions. A copy of the job description will be included with the job posting. Job descriptions will not be created or changed arbitrarily and will reflect the work performed. Any changes in job descriptions will be promptly brought to the attention of the Union.
- c. The Employer will develop job descriptions for bargaining unit positions and provide the Union an opportunity for review and comment prior to placing the job description in effect. These descriptions shall be utilized along with other factors when evaluations are made and qualifications determined. The job descriptions shall not be considered as a limit on the employee's assignment but shall be a general outline of his/her work. The Employer may later revise job descriptions in the same manner.

B. Bus Driver Assignment Procedure

1. Route Selection Meeting

A route selection meeting will be held the second (2nd) Wednesday before start of school year for selection of designated routes by seniority preference. All of the scheduled routes shall be posted and the most senior bus

driver shall have first choice of assignment. Selections shall continue in order of the next most senior bus driver until all scheduled routes have been selected. Kindergarten runs shall be attached to and considered part of a scheduled route. Throughout the school year the Employer may assign miscellaneous runs, shuttles and trips to a utility driver. Any excess work which the utility driver cannot do will be posted for temporary assignment for the period the utility driver is not available. All drivers are expected to attend the selection meeting unless excused by the supervisor.

a. Driver Categories

There shall be two (2) categories of drivers: KOHS and Regular Route Drivers.

b. Driver Postings

Each category of driver shall select routes separately and are not eligible to make selections from other categories. When a vacancy arises for an additional bus driver in any category, a notice of vacancy shall be posted for a period of at least ten (10) working days with a copy sent to the Association President. The posting shall contain the following information:

- (1.) Category of position (Regular Route or KOHS).
- (2.) Minimum Qualifications

c. Seniority and Vacancies

Whenever a vacancy arises in any category and one or more drivers apply for the position, the position shall be awarded to the most senior applicant who has passed the state standardized driving test for the equipment used in that category, and the vacancy created by the awarding of a position as above will be filled by a substitute.

2. Charter Runs

Charter runs shall be assigned to bus drivers eligible for such assignments by the seniority preference rotation procedure as hereinafter described. All bus drivers shall be eligible to bid on charter runs by this procedure. Charter runs based at KOHS shall be driven by KOHS drivers.

a. Bidding Procedure

All charter runs available for the following week Monday through Sunday for which requests have been received by noon the preceding Wednesday shall be posted on the trip list with the corresponding activity noted and given a trip number in consecutive order. Bus drivers eligible for charter runs shall submit their bids on charter runs by submitting their trip preference lists, with trip numbers in rank order of preference to the supervisor by noon the preceding Thursday. Bus drivers shall then be assigned in seniority rotation to their highest ranked charter run remaining unassigned. When a bus driver is assigned to a trip or his/her preferences are exhausted without being assigned to a trip, the next senior bus driver will be up for assignment to his/her most preferred trip remaining unassigned and so on until all preferences have been assigned or exhausted. The "bid box" shall be kept in the supervisor's office.

b. Notification

Bus drivers shall have access to postings of available charter runs no later than the end of the work day of the preceding Friday.

c. Unassigned Charters - Extra Board

- (1) Unassigned charters are defined as:
 - (a) all charter runs for which no bus driver was assigned.

- (b) all charter runs for which requests were received after noon the preceding Wednesday.
 - (c) all charter run assignments abandoned by bus drivers.
- (2) Unassigned charters may be assigned to bus drivers in reverse order of seniority should the Employer be unable to find available substitutes or other bus drivers to accept the charter runs. The Employer shall first attempt to assign drivers and substitutes who have placed their names on the extra board by rotation in order of seniority.
- (3) A driver, or substitute, may place their name on the extra board in accordance with the following:
- (a) On or before Thursday noon, drivers may place their names on the extra board for any day(s) that they are available for work. Available will mean able to work that day any hours that do not conflict with other assigned work provided that the employee has not been absent that day due to personal illness. KOHS, Community Education, Courier and other District work will not be considered assigned work from the Bus Garage.
 - (b) Initial placement of the extra board will be in order of seniority, with any additional names added weekly, by seniority, to the bottom of any existing daily rotation list.
 - (c) A driver who receives an unassigned charter shall have their name moved to the bottom of each daily list for that week.
 - (d) A driver may remove his/her name from any daily list at any time and place his/her name back on the list through the normal weekly placement process by the subsequent Thursday noon.
- (4) Any driver who refuses an assignment will thereafter be ineligible for extra board assignments for thirty (30) working days.
- (5) Application of the extra board process shall be a shared responsibility of the Employer and the Association. As such, problems arising out of operation of the extra board will be subject to conference between the Employer and the Association, and excluded from the grievance procedure.

d. Overtime Bypass

A bus driver may be bypassed for assignment to a charter run in any cases which would require the payment of overtime rates if another bus driver (or substitute, if regular drivers are not available) is available for which overtime rates would not be required. A bus driver may not choose as a preference and will not be assigned to any charter run which conflicts with his/her regular scheduled runs between 7:00 a.m. and conclusion of a noon run, except when requested by the supervisor. Charter runs commencing after conclusion of the noon run(s) will be open to all regular route drivers and substitutes.

e. Error/Mistake Make-up

If it is determined that a driver has been by-passed or deprived a charter run by mistake or error, to remedy the situation the driver will be given first preference for charter run(s) of equal or greater duration to the one missed for the following week prior to the posting of the trip list.

f. Reporting Times/Mileage

The bus driver must accurately record and report the time worked on the charter run, including starting and ending times and mileage, on the charter sheet and will be provided a copy of the charter sheet when turned in to the supervisor.

g. Vans Excluded from Procedure

Only charter runs to be made in yellow school buses are subject to this assignment procedure. All reasonable attempts will be made to require the requesting agent to cancel prior to the posting being made.

h. Chaperons

An adult chaperon shall be assigned for each charter run. When no adult chaperon is provided, the driver shall receive the regular driving rate. Drivers shall not be required to chaperon students during nondriving times nor shall they be required to share accommodations with students on overnight trips.

3. Layoff

Bus drivers, who worked the previous school year and are not assigned routes during the route selection meeting because no routes were available to them, shall be issued a notification of layoff. Bus drivers on layoff status shall be eligible to participate in succeeding route selection meetings and exercise their seniority rights, for a period of one (1) year or the number of years of service in the bargaining unit at the date of layoff, but cannot displace a bus driver who has been working the previous school year.

a. Rejecting Recall

Bus drivers on layoff status may refuse available routes which are less than the hours worked prior to layoff without forfeiting the right to return by abandonment or quit. Bus drivers on layoff status who have accumulated seniority in other classifications of the bargaining unit shall be eligible for recall to an available position in the other classification in order of greatest seniority within the classification in which the position arises.

b. Mid Year Layoff

When it becomes necessary to reduce the number of bus drivers during a school year due to consolidation, modification or elimination of runs to be effective for the second semester, the Employer shall convene a route selection meeting during the month of December to post the revised routes for selection by the same procedure used for selection of routes in August.

c. Changes in Classification

In the event a bus driver is reduced from a position and no position is available to the employee within the classifications in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any posted vacancies within the unit as provided in Article VII. Should the employee be given one of the posted positions he/she shall retain the right to recall to the "reduced position" should it again become available.

4. Board Determines Routes etc.

The Board reserves the right to make any changes in equipment, routes, runs, stops, length and number of runs and routes as necessary, for the efficient operation of the transportation system in order to meet requirements and/or needs of the District.

C. Copy to Union

A copy of all Union position postings and the names of the persons awarded the jobs shall be sent to the Union President when the positions have been filled.

D. Involuntary Transfer

The Employer will not involuntarily transfer employees from one seniority classification to another. Prior to the involuntary transfer of an employee to another position within a seniority classification, the Employer will seek qualified volunteers to transfer. Should an involuntary transfer be required, the least senior employee within the classification, at the affected building, who is qualified to perform the work, shall be the one transferred.

E. Temporary Transfer

Any employee required by his/her supervisor to temporarily assume the duties of another employee for a period in excess of one (1) consecutive day will be paid the higher rate of pay for those duties retroactively to the first day in the position.

F. Substitute Work

In the event substitute work which does not conflict with other scheduled work of the employee becomes available in a classification, employees in the classification of the work, who have notified the Employer in writing of their desire to perform substitute work in addition to their regular schedule, will be offered the work first. The Employer shall not be required to assign substitute work to regularly scheduled employees if it would result in payment of overtime rates for the hours worked.

G. Position Elimination

When a position is eliminated and no layoff occurs, the Administration and WESSA shall meet in an effort to determine the placement of the affected employee.

ARTICLE VIII

REDUCTION OF EMPLOYEES OTHER THAN BUS DRIVERS

A. Seniority and Reduction in Hours

When the Employer determines it is necessary to reduce the size of the work force, employees other than bus drivers shall be reduced in order of least seniority within the seniority classification being reduced, provided there are more senior employees, within the seniority classification remaining who possess the qualifications to perform the position(s) available. In the event of reduction in hours Section H shall be implemented.

B. "Bumping"

1. To Other Classifications

An employee reduced from a position in his/her present seniority classification, shall be retained in a position in another classification in which he/she has previously accumulated seniority, provided there is a less senior employee in that classification and the reduced employee possesses the qualifications to perform the job.

2. Within A Classification

Two forms of layoff procedure shall be utilized depending upon the time of year for the layoff.

- a. School Year Layoffs - The Employer shall select the position(s) to be eliminated. The least senior employees shall be laid off. Those employees whose positions have been eliminated shall select positions on a seniority basis from those vacated by the layoff. Except for paraprofessionals, the selection of a position assumes the employee is, at least, minimally qualified for the position.
- b. Summer Layoff Procedure - The Employer shall select the position(s) to be eliminated. All the employees from the most senior affected employee to the least senior employee, shall meet with the administration prior to the layoff date. On a seniority basis, employees may select any position held by a less senior employee. When all positions are filled, the remaining persons shall be laid off. This procedure shall also be used during the summer following a school year layoff. Except for paraprofessionals, the selection of a position assumes the employee is at least minimally qualified for the position.
- c. Any displaced employee not present at the selection/bumping meeting shall waive his/her right to bump and may be placed by the Employer in any vacant position for which they possess the qualifications to perform in the position.
- d. Twelve month employees shall be permitted to "bump" other twelve month employees within the same classification at the time of layoff.

C. Changes in Classification

In the event an employee other than a bus driver is reduced from a position and no position is available to the employee within the classifications in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any posted vacancies within the unit as provided in Article VII. Should an employee be given one of the posted positions he/she shall retain the right to recall to the "reduced position" should it again become available.

D. Layoff Notice

1. Employees to be laid off shall be given at least thirty-five (35) calendar days notice prior to the effective date of layoff, except in the event of employee work stoppage.
2. In the event a student receiving help from a health care paraprofessional moves out of the district or no longer attends the Wyoming Public Schools, the health care paraprofessional and the least senior paraprofessional will be given at least fourteen (14) calendar days notice prior to the effective date of layoff, except in the event of employee work stoppage.

E. Recall

When positions become available in a seniority classification, employees other than bus drivers reduced pursuant to a reduction of employees specified above shall be recalled in order of greatest seniority within the seniority classification from which they were reduced or within any classification in which they have accumulated seniority, provided the employees possess the qualifications to perform the positions.

F. Rejecting Recall

An employee other than bus drivers recalled to a position with fewer hours than the hours previously worked per week may reject recall to the position and retain recall rights to the next available position. An employee other than a bus driver rejecting the recall to that position shall be deemed by-passed and not entitled to return to the position should the hours per week be restored to the original level.

G. Duration of Recall

The Employer shall maintain reduced employees other than bus drivers on the recall list for a period of one year or the number of years of service in the bargaining unit at the date of layoff, whichever is greater. Employees other than bus drivers shall be recalled as set forth herein to positions which become available.

H. Reduction in Hours

Employees' regularly scheduled hours of work shall not be reduced except for the least senior employee in each seniority classification. The Employer is free, however, to change the hours of positions that become vacant or are newly created. The Employer is also free to alter work schedules, as per this Agreement, to maintain hours of the employee. Child Care workers' hours may vary, based on need, between twenty-five (25) and forty (40) hours per week, without following reduction in force or lay off language, however, no bargaining unit member will be reduced more than five hours from the employees' 90-91 work schedule. Due to financial constraints, if the student school day is reduced in whole or in part, the Employer has the authority to reduce the hours of classroom and/or media paraprofessionals as a group. Should this occur, a bid session will be held prior to the commencement of a semester.

ARTICLE IX

WORK SCHEDULES AND WORKING CONDITIONS

A. General Provisions

1. Determining Hours

For all employees, daily hours (starting time, break time, lunch time, leaving time) shall be set by the building principal or supervisor to meet the needs of each individual building and must be approved by the Superintendent of Schools or his designated representative.

2. Medication

If an employee is required to dispense medication, the supervisor or administrator shall provide the employee with specific written instructions regarding the dispensing of the medication.

3. Layoff

Except for bus driver assignments which are subject to the assignment procedures of Article VII B., all work schedules are subject to reduction according to the procedures of Article VIII.

4. Notice of Change

Every effort will be made to promote advance notice to the employee and to the Union of a change in assignment or building, recognizing that there may be events which preclude any advance notice.

5. Employee Contributions

The Employer and the Union shall form a joint committee to investigate ways of recognizing employee contributions to the District, i.e., years of service, accident free time, etc.

6. Job Sharing

Job sharing arrangements may be approved at the Employer's discretion, with the students' best interest being considered, as follows:

a. Application

Two employees desiring to share a position, may make application to the Assistant Superintendent. Such application shall include a written proposal regarding hours of work, job duties, in-service, conferences and the division of responsibilities. The Assistant Superintendent shall meet with the applicants to discuss their proposal and thereafter make her/his decision granting or denying the application, in writing, within twenty (20) calendar days of the meeting.

b. Restrictions and Waivers

No job share shall be permitted if the arrangement will in any way adversely affect the seniority, layoff or recall rights of another bargaining unit member, including those on layoff. In such situations, the adversely affected employee(s) and the Association may, in writing, elect to waive his or her seniority rights for that specific situation. Failure of said employee(s) or the Association to waive such rights shall nullify the proposed job share and shall in no way result in adverse effect upon the refusing employee.

c. Compensation System

Should an application for job sharing be approved, compensation for the employees involved shall be as follows:

(1) Salary

Compensation shall be the pro rata amount (prorated as to the percentage of appointment) at the appropriate step of Appendix A.

(2) Benefits

All fringe benefits, to the extent permitted by the carriers, shall be prorated as to the percentage of the appointment, except that employees working on a greater than 50% basis, shall receive 100% of eligible benefits.

d. Step Advancement

Job share employees shall move a full step on Appendix A for each year employed, regardless of the percentage of appointment. Upon return to full-time employment, they shall receive full step credit for each year of the job share, as if they had been employed full time.

e. Return to Full Time

Employees desiring to return to full-time status, shall have the right to return to full-time employment at the end of each year, provided:

(1) Notice of Intent

That they provide written notice to the Assistant Superintendent by March 15 of the year preceding their return to full-time employment.

(2) Assignment

That the employee shall be subject to assignment according to the normal assignment procedures of the Master Contract, provided no layoff is required.

7. Use of School Facilities

All employees shall have equal access to school facilities provided such use falls within the guidelines of Board Policy.

8. Collaborative Planning

The parties recognize collaborative planning as beneficial to the Employer, the Union and the community. All school employees are encouraged to participate. Participation shall be voluntary. When such participation occurs during regular working hours, the employee will receive his/her regular rate of pay. Participation outside of regular working hours shall be without additional compensation or work time credit as it is for all other school employees.

9. S.B.D.M./School Improvement/Experimental Programs

The Employer and the Associations are experimenting with a wide range of educational techniques and reforms. The parties recognize that some of the experiments may conflict with the terms and conditions of the Master Agreement. Such variations are acceptable under the Agreement provided each variation is approved by the Wyoming Education Association (WEA), the Wyoming Education Support Staff Association (WESSA) and the District. No such variations shall be deemed precedent setting nor shall they extend beyond the life of this Master Agreement.

- a. The Wyoming School Board, WEA and WESSA agree to explore together a process of decision making that will deliberately place greater authority and responsibility for education and related decisions within the school itself or within the direct educational delivery unit. They will jointly explore changes in structure and procedures that will facilitate this change.

The parties also believe that in the process of this collaboration around the implementation of SBDM, there will be a growing sense of openness of communication, growing trust, and ultimately a developing ability to problem-solve well for the improvement of quality education in the Wyoming School System.

- b. The Board of Education, WEA and WESSA agree that employee participation in decision making is effective in providing positive results for education. A School Improvement Team will be formed in each building representative of teachers, non-instructional staff and when possible, parents and students in accordance with PA 25. The School Improvement Teams will have the empowerment under the Correlates of Effective Schools as delineated in the District School Improvement Plan to investigate, implement and change existing procedures and practices in their buildings to improve educational services. Any changes must be mutually agreed upon by the Board, WEA and WESSA.
- c. Site based decision making will be implemented in each building and will be the responsibility of the School Improvement Team in accordance with State Law PA 25.
 - 1) Each Building School Improvement Team will establish their own meeting times.
 - 2) Building School Improvement Team participation will be voluntary. Participation or nonparticipation on the building team will not be used as criteria for negative evaluation of bargaining unit members.
 - (a) The Chairperson of each building Team will be chosen by the team members.
 - (b) A procedure for rotation on/off the School Improvement Team will be established by the building staff.
 - 3) Each Building School Improvement Team will define and document the decision making procedures for their own building.
 - 4) Each elementary building will devise and implement a plan to provide staff collaborative planning time for school improvement concerns at a time determined by consensus of the team, as within the student day as per 3. above.
- d. Any modification of the current contract or Board policy must be submitted on the approved deviation form. Said modifications must be mutually agreed upon by the Board, WEA and WESSA.
- e. The Board and the Associations each have the separate ability to request either a slowdown or withdrawal from any aspects of the SBDM process. The parties can exercise this option by a formal letter to the other side stating the desire to slow down or withdraw and state the reasons. There will be a cooling off period of sixty (60) days during which the parties will meet and discuss the issue possibly using a third party consultant. Before the end of the sixty (60) days the parties must reach an agreement on the next steps.

B. Secretaries

1. Work Day/Work Week

The normal work schedule for full-time secretary/clerical employees shall be seven (7) hours per day, five (5) days per week, Monday through Friday, except for junior and senior high school secretaries whose normal work schedule shall be eight (8) hours per day, five (5) days per week, Monday through Friday.

2. **Work Year**

The normal work year, exclusive of vacation time, for a full-time secretary/clerical position, shall be as follows:

a. **Elementary, Food Service, Counseling and Preprimary**

School year plus two (2) or three (3) weeks (at the discretion of the Employer). The Employer recognizes the need for additional time for elementary secretaries to manage state aid and new student enrollment programs. At the discretion of the building principal, elementary secretaries may be assigned to work eight (8) hours per day through the child accounting period.

b. **Middle School and Psychology (Student Services)**

School year plus five (5)/four (4) weeks (at the discretion of the Employer)

c. **Senior High, Huntington Woods, Career and Technical Education, and Student Services**

Forty-eight (48) weeks. The forty-eight (48) week schedule for Huntington Woods and Career and Technical Education is at the discretion of the Employer.

d. **Compensatory Education and Transportation (working less than full time)**

School year plus two (2) weeks or three (3) weeks (at the discretion of the Employer)

3. **Lunch Period**

Each secretarial/clerical employee working more than five (5) hours per day shall be given thirty (30) minutes unpaid lunch time as designated by the building principal.

4. **Duty Limits**

Secretaries are not to cover classes, take playground duty, or recess breaks and are not to do custodial or matron assignments, except where the health, safety or welfare of the students is involved.

C. **Food Service**

1. **Breaks**

Each food service employee shall be given thirty (30) minutes paid break time included within their regular work day after the completion of serving and storage operations as designated by the supervisor. This change shall not result in a reduction of hours.

2. **In-service/Related Duties**

The Employer will provide five (5) hours of mandatory in-service training. In addition, the Employer may schedule up to five (5) hours of related duties which may be worked on a voluntary basis.

3. **Catered Events**

The opportunity to work catered events shall be provided to employees with the understanding that managers and the food service supervisor have the first opportunity to work.

4. Breakfast Program

Should a breakfast program be instituted, specific building assignments will be posted and the work will be assigned to qualified bargaining unit applicants.

5. Assignment/Employee Absence

When an employee is absent and the Employer has been provided not less than twenty-four (24) hours notice of the absence, the remaining employees at the work site will select their positions based on seniority. The Employer is free to request employees' preferences prior to an absence occurring.

6. Tuition

Employees required to take classes or training shall be reimbursed for the direct cost of the class or training.

7. Huntington Woods

For the 1993-94 school year only, Huntington Woods elementary lunch, during the extended school year portion, can be purchased from an outside source. Bagged or convenience foods can be purchased and will be served by on-site staff. In no case will a food service employee's serving time be eliminated or reduced.

D. Paraprofessionals

1. Split Shift/Lunch

There shall be no split shifts except for Community Education and an unpaid lunch period of thirty (30) or forty-five (45) minutes as established by the Building Principal. Community Education ABE/ESL paraprofessionals working a split shift shall receive an additional 40¢ per hour split shift premium for all hours worked on such days during the latter portion of the split, in addition to 15¢ per hour night shift premium for hours worked after 5:00 p.m.

2. Duty Limits

Paraprofessionals may be assigned to recess duty on a rotating duty with teachers, and to bus loading and unloading periods.

3. Special Education Paraprofessionals

a. In-service training shall be provided to all appropriate paraprofessionals to try to provide a greater understanding of Special Education.

b. Paraprofessionals considering a Special Education position shall spend time observing the potential work situation before finalizing their decision.

c. Paraprofessionals on layoff may reject one (1) comparable non-special education position to which they are recalled and all Special Education positions without loss of recall rights. The parties understand that such rejection may well terminate unemployment compensation.

d. When vacancies occur, the positions will be posted and assignments will be made. However, movement (physical relocation) from one (1) position to another will only occur on a semester basis.

4. Prep. Period

Community Education ABE/ESL paraprofessionals will receive one (1) hour paid preparation for every twelve (12) hours worked, at the employee's regular base rate of pay (not inclusive of any premium).

5. Paraprofessionals replacing, standing in for or covering the class, other than library, of a certified teacher, shall receive time and one-half (1 ½) their regular rate of pay for the amount of time covered. No payment shall be made for less than one (1) hour absences of the teacher.

E. Breaks

1. Job Skills Trainers, Secretarial/Clerical, Food Service, Custodial/Maintenance and Mechanic Employees

- a. Each job skills trainer, secretarial/clerical, custodial/maintenance and mechanic employee, working four (4) or more hours per day, shall receive one (1) fifteen (15) minute coffee break per day during the first half of their work shifts as designated by the supervisor.
- b. Additionally, each job skills trainer, secretarial/clerical, food service, custodial/maintenance and mechanic employee, working seven (7) or more hours per day shall also receive one (1) fifteen (15) minute coffee break per day during the second half of their work shifts as designated by the supervisor, which may be scheduled contiguous with the employee's lunch break. Maintenance and grounds employees shall take their "coffee break" at whatever school building they happen to be working at or nearest to at "coffee break" time. It is expressly prohibited to return to their respective shops for a "coffee break".
- c. Food Service - See Article IX C.1.

2. Paraprofessionals' Breaks

For paraprofessional employees, one (1) fifteen (15) minute break shall be provided for each three (3) hours of work, not to exceed one-half hour.

F. Bus Drivers

1. Handbook

Each bus driver shall be provided with a copy of the Wyoming Public Schools Bus Driver Handbook which shall contain rules, regulations, policies and other information necessary to the proper performance of bus driving duties, including procedures for dealing with student behavior problems. The employee shall sign a statement acknowledging receipt of the handbook.

2. Rest Room and Telephone

At all times when bus drivers are scheduled to be present at the Transportation Center they shall have access to rest room facilities and a telephone for personal transportation arrangements or emergencies which must be attended to by personal communication.

3. Parking Lot

The bus driver employee and bus parking areas at the Transportation Center and the gate to it shall be adequately lighted at night when bus drivers are scheduled to be present to provide a reasonable view of the area surrounding the buses to detect the presence of others. The lights shall be maintained.

4. I.D. Cards

Bus drivers will be provided with an employee identification card.

5. In-service Rate

The rate of pay for in-service meetings, schooling, run preparation time, etc. shall be at the charter rate.

6. Student Discipline Code

Each bus driver shall receive a copy of the student discipline code adopted by the Board of Education.

7. Student Medical Conditions

Drivers shall be advised of any medical conditions of students known to the Employer, which in its judgement, may necessitate emergency action by the driver transporting the student.

8. Substitutes

a. The Employer shall make every effort to employ not less than three (3) substitute bus drivers. Mechanics shall not be used as substitutes unless an emergency exists.

b. A substitute assigned to replace an absent driver, shall be given that driver's entire assignment, including charters.

9. Transportation Office

Except for an emergency, all reasonable attempts will be made to occupy the transportation office with a supervisor, secretary or designee, as long as drivers are engaged in any work on the road excluding charters.

10. Safety Monitor

Drivers, at their option, may request a student monitor for their regularly assigned noon runs which shall be assigned at the discretion of the Employer.

G. Custodians/Maintenance/Mechanics

1. Shifts

a. The regular full working day for the first shift employees, except maintenance employees, shall consist of eight (8) consecutive hours per day, with one (1) hour for lunch, which is not included in the eight (8) hour work period.

b. The regular full working day for maintenance and mechanic employees and second and third shift employees shall consist of eight (8) consecutive hours per day, with one-half (½) hour for lunch, which is not included in the eight (8) hour work period.

c. The Employer shall have the right, based upon the school calendar, to set the starting time for each shift. Any change in starting shall be posted two (2) weeks prior to the change. The change in starting of a shift shall not be utilized to deprive employees of benefits contained in this agreement. An exception may be made for maintenance employees based upon weather conditions, which necessitates snow removal. In instances where an employee's shift is changed for snow removal "inconvenience pay" (one (1) extra hour's pay, at his/her regular straight time rate) will be paid for each day.

d. The first shift is any shift that regularly starts on or after 4:00 a.m., but before 9:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least five (5) consecutive calendar days, scheduled within a one week period Sunday through the following Saturday. Should Saturday or Sunday work be scheduled as part of a regular shift, the shift will be assigned to the least senior qualified employee or to qualified volunteers for the shift.

2. Utility Positions

- a. Utility positions shall be posted and employees may bid according to the procedures set forth in Article VII.
- b. Utility Employees will be used to fill vacancies of permanently assigned employees who are not at work or at the discretion of the Employer.
- c. Utility Employees shall be paid at the utility rate provided for in the salary schedule.
- d. Utility Employees will be assigned to a secondary building as a third (3rd) day man when it is not necessary for him/her to fill in another position.
- e. The Employer reserves the right to fill the opening on a temporary basis; provided, however, that an employee performing work outside of his/her classification shall receive the rate of pay of the classification, whichever is greater, for all hours worked while filling such assignment.

H. Job Skills Trainers

The work day shall be seven (7) hours per day for 185 days per year unless Kent Occupational High School (KOHS) schedule is reduced or changed via Kent ISD Superintendents' Committee.

ARTICLE X

PAID LEAVE DAYS

A. Sick Leave and Accumulation

1. Annual and Maximum Credit

Each employee after fulfilling the probationary period shall be credited with one (1) paid leave day on the first scheduled work day of each month of active employment during their first work year going back to the date of hire. At the beginning of each work year thereafter, each employee, except custodial/maintenance, mechanic and secretarial employees working at least forty-eight (48) weeks per year, shall be credited with twelve (12) paid leave days per year. At the beginning of each work year and each six (6) month period thereafter, each custodial/maintenance, mechanic and secretarial employee working at least forty-eight (48) weeks during their respective work years, shall be granted eight (8) paid leave days. Paid leave days shall accumulate to a maximum of one hundred thirty-five (135) days for food service employees, one hundred thirty-five (135) days for paraprofessionals, one hundred thirty-five (135) days for bus drivers, one hundred eighty (180) days for secretarial/clerical employees and one hundred twenty (120) days for custodial/maintenance, mechanic and secretarial employees working at least forty-eight (48) weeks during their respective work years. Custodial/maintenance, mechanic and secretarial employees working at least forty-eight (48) weeks during their respective work years who have an accumulation in excess of one hundred twenty (120) days will retain a maximum accumulation of two hundred twenty (220) days until such time as the employee's accumulated days fall below one hundred twenty (120) days, at which time one hundred twenty (120) days will become the maximum accumulation for that employee.

2. Donation of Leave Days

An employee at his/her own discretion, may relinquish a maximum of four (4) paid leave days per year, to any employee in the District who is ill or disabled and whose accumulation is or will be depleted, provided that the employee has accumulated thirty (30) or more days leave at the time of authorizing transfer. With the approval of the Employer, arrangement may be made for donation of additional paid leave days to another employee beyond the designated four (4) per year. No employee may receive more than one hundred twenty (120) donated days from any source in any one contract year. After one year, the parties shall meet to review the implementation of this section.

3. Statement

Each employee shall receive a statement of the number of his/her accumulated paid leave days at the beginning of each work year.

4. Conversion Factor

Excluding custodians, all provisions related to days will be converted to hours for Community Education at a rate of eight (8) hours equals one day. For ABE/ESL and HSC classes, one half (½) hour of paid leave for every six (6) hours worked to a maximum of ninety-six (96) hours per year.

5. Family Medical Leave Act

Leave for adoption or a planned and/or foreseeable leave for a support staff member will be subject to the Family Medical Leave Act provisions.

B. Leave Days shall be used for the following purposes only:

1. Personal Illness

Personal Illness or injury which renders the employee unfit for service.

2. Family Illness

Illness or injury in the immediate family (spouse, child, parent, brother, sister, or dependent living in the same household).

3. Bereavement Leave

Five (5) consecutive work days because of death in the family (spouse, child, parent, brother, sister, grandparent, grandchild, mother/father-in-law, son/daughter-in-law). The employee may take one (1) day per death to attend the funeral of any person of significance to the employee.

4. Personal Business Leave

Personal business not to exceed one (1) day per year provided that, whenever possible, the Employer is notified at least forty-eight (48) hours in advance. Personal business leave is to be used to attend to matters of an urgent and necessary nature which requires the personal presence of the employee and cannot be arranged at an alternative time which does not interfere with the duties of employment. Personal business days are not to be used to extend a vacation or a holiday. The specific reason for such day shall not be requested from the employee, however, the general reason for the request (e.g. legal matter) may be requested by the employer, through the established form.

5. Special Leave

- a. Employees who have an accumulation of sixty (60) or more leave days at the time of the request for leave, may take one (1) day of paid leave absence each year as a special leave day.
- b. Application for such leave must be made at least seven (7) days prior to the leave day, if possible, to the Superintendent or the Superintendent's designee. The number of special leave days available for use by the employee shall not exceed one (1) each school year and any days not taken in the school year shall not be accumulated from year to year. No more than eight (8) members of the bargaining unit shall be granted special leave days on any given day. Such leave shall be granted only if a qualified substitute, if required, is available and secured.

C. Workers' Compensation

In cases where the employee is paid benefits under the Workers' Compensation Act, leave payments hereunder shall not exceed the difference between the employee's regular straight time wage rate prior to his/her injury or illness and the benefits paid under the provisions of said Workers' Compensation Act, until the payments from the Workers' Compensation Act have expired. Paid leave that has been accumulated shall be deducted on a pro rata basis for the extent of the injury or illness until the accumulation is exhausted. Employees may elect not to use sick leave. The supervisor will provide an injured employee necessary information to file a claim.

D. Accumulated paid leave days will be compensated at disability, retirement or death, as hereinafter provided:

1. For employees with five (5) to fifteen (15) years of service, compensation at the rate of ten dollars (\$10.00) per day multiplied by the number of unused accumulated paid leave days to a maximum allowance not to exceed one thousand five hundred (\$1,500.00) dollars. For employees with sixteen (16) or more years of service, compensation at the rate of twelve dollars (\$12.00) per day multiplied by the number of unused accumulated paid leave days to a maximum allowance not to exceed eighteen hundred dollars (\$1,800.00).

2. Retirement and disability benefits shall be paid at the time the employee files for his/her pension available from the Michigan Public School Employee's Retirement Fund and/or Social Security. Death benefits shall be paid to the employee's estate upon the presentation of the death certificate.

E. Jury Duty, Etc.

An employee who is not a party to the litigation and who is called for jury duty, subpoenaed to appear as a witness in any judicial or administrative proceeding or asked to appear as a witness by the Employer in any proceeding shall suffer no loss of compensation due to his/her absence from his/her regular duties of employment for the time required. The Employer shall not be obligated to pay the employee more than his/her regular rate of pay for the scheduled hours missed minus any amounts to which the employee is entitled from the court or the party requiring the appearance.

F. Response to Requested Leaves (Paid and Unpaid)

The Employer shall approve or reject requests within a reasonable time. An employee who has not received a response to a leave request within a reasonable time may refer the request directly to the Assistant Superintendent.

ARTICLE XI

UNPAID LEAVE OF ABSENCE

A. Application

Employees may make application for unpaid leaves of absence to their supervisor. The application shall contain a statement of the purpose and duration of the leave requested. The application shall be forwarded to the Assistant Superintendent for a disposition granting or denying the leave.

B. Personal Illness

An employee who is incapacitated or disabled due to personal illness or injury and who has exhausted all earned and accumulated paid sick leave shall be placed on an extended illness unpaid leave of absence for the duration of his/her disability up to one (1) year. Extensions may be requested according to the procedures of Section A.

C. Child Care

Upon written application an employee shall be granted an unpaid leave of absence for the purpose of parental care of his/her newborn child for a period of up to one (1) year. In the event of the death of the object child of the leave, the leave may be terminated upon the request of the employee.

D. Return to Position

Upon expiration of a leave or absence, an employee shall be returned to his/her position, if in existence, or if not, to a comparable position. "In existence" shall be defined as an existing position filled by a temporary, substitute or regular employee or unfilled and not eliminated by layoff.

ARTICLE XII

COMPENSATION

A. Wages

Hourly wages are set forth in Appendix A which is attached to and incorporated into this Agreement.

B. Overtime

All time paid shall be deemed time worked for purposes of overtime, excluding vacation days. Overtime shall be defined as:

1. For all employees, except bus drivers, all hours worked in excess of eight (8) hours in a day.
2. For all employees, all hours worked in excess of forty (40) hours in a week.
3. For all employees, except bus drivers, Saturday as such, except when included within a regular forty (40) hours shift week.
4. For all employees, all hours worked on Sunday, with the exception of Sunday evening snow plowing.
5. For all employees, all hours worked on holidays that are defined in this Agreement in addition to holiday pay.
6. An employee requested to work overtime shall, upon reporting for work, be guaranteed a minimum of two (2) hours of overtime pay.
7. All overtime work among the employees in a classification within the separate school building units, except bus drivers, shall be divided in-so-far as feasible and practical.
8. For bus drivers, any hours in excess of eight (8) hours on any day on charters.

C. Overtime Rate

All overtime hours shall be paid at the rate of one and one-half (1½) times the regular rate of the employee.

D. Holidays

All employees shall receive their regular daily pay for the following holidays which fall within their scheduled work year within or immediately prior (within five (5) calendar days) to the beginning of their scheduled work year:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Friday after Thanksgiving Day
5. Day before Christmas Day
6. Christmas Day
7. Day before New Year's Day
8. New Year's Day
9. *Good Friday afternoon (unless school is in session)
10. Memorial Day

Should a holiday fall on Saturday, Friday shall be considered as the holiday.
Should a holiday fall on Sunday, Monday shall be considered as the holiday.

- * The last one half (½) of the employees regular shift on Good Friday, unless school is in session for students. Employees working their regular day, when school is not in session, shall receive an additional one half (½) day's pay.

E. Holidays During Vacation

Should the employee's scheduled vacation include one of the aforementioned holidays, an additional day to compensate for the holiday will be granted, provided arrangements are completed in advance with the supervisor concerned.

F. Requirements

The employee must work the employee's scheduled work day immediately prior and immediately following the holiday to be paid for the holiday. An employee on approved paid leave shall not suffer loss of holiday pay.

G. Vacations

1. Vacations - 48 Week or More Employees

- a. Except for part-time employees each full-time employee shall, after the completion of one (1) year of employment be entitled to, and receive a vacation and vacation pay, based upon his/her seniority as of his/her date of employment each year as follows:

Seniority	Length of Vacation	Vacation Pay
One (1) year	5 days	5 days
Two (2) years	10 days	10 days
Three (3) years	11 days	11 days
Four (4) years	12 days	12 days
Five (5) years	13 days	13 days
Six (6) years	14 days	14 days
Seven (7) years	15 days	15 days
Ten (10) years	18 days	18 days
Fourteen (14) years	20 days	20 days

- b. Each employee shall be paid his current base hourly rate, and shall receive vacation pay for the same number of hours per day as corresponds to his daily schedule at the time of his vacation. Upon the severance of employment, the employee shall be paid for all accumulated vacation time, except for dismissal for cause.
- c. (1) All employees will submit vacation requests at least thirty (30) calendar days prior to the vacation dates requested for periods of one week or more. Not less than ten (10) calendar days notice shall be required for periods of less than one week. Vacation time may be requested for any time during the year, subject to the school calendar and the school schedule of events.

- (2) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more days, providing such scheduling does not adversely affect the normal operations. Employees with the greatest seniority shall be given preference with respect to the time they take their vacation. As the performance of the duties of employees in the bargaining unit must be continuous during the year, it is not possible for all employees in a classification to be absent on vacation at the same time. The Employer will approve or deny vacations by April 1 of each year. Vacation time requested after April 1 will be assigned on a first come, first served basis rather than a seniority bases. Vacations must be taken for each year within twelve (12) months after an employee becomes eligible for a vacation. A vacation may not be waived by an employee and extra pay received for work during that period.
- (3) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

2. Vacations - Food Service, Bus Drivers, Paraprofessionals and Part-Time Custodians

After the completion of twelve (12) months from the last date of hire or the first day of work in the food service or bus driver seniority group, each year thereafter the employee shall receive five (5) days of paid vacation during the Christmas break at their regular daily rate of pay, upon the completion of the full work year.

3. Vacations - Secretaries Less Than 48 Weeks

After the completion of each twelve (12) month period from the last date of hire or the first day of work in the secretarial/clerical seniority groups, a secretarial/clerical employee who works less than forty-eight (48) weeks per year will be granted one (1) week of paid vacation at their regular daily rate of pay, to be used during Spring Break.

4. Teacher Assistants

These employees shall continue to receive their regular rate of pay for all nonschool days for the school year. This benefit shall be in lieu of contractually provided holidays and vacations.

5. Vacations - Job Skills Trainers

All current Job Skill Trainers will maintain current ten (10) paid vacation days to be divided with five (5) at the Winter Break and five (5) at Spring Break. All Job Skills Trainers hired after August 1, 1993, will receive the vacation benefits granted to school year employees.

H. Secretaries Depositing Funds

Secretarial/clerical employees assigned in Junior and Senior High Schools who are responsible for depositing funds regularly, shall be reimbursed at the rate of seventy-five dollars (\$75.00) per semester.

I. Uniforms

1. Food Service

The Employer may require food service employees to wear uniforms at work, including work shoes. The Employer may specify the style, material and color of the uniforms and shoes to be worn. The Employer shall reimburse each food service employee, fulfilling the probationary period, the cost incurred for uniforms and/or work shoes up to a maximum of ninety dollars (\$90.00). Uniforms must be purchased during the month of September for reimbursement. Beginning with the 1994-95 school year, uniforms and shoes will be provided by the employer in the same manner as the custodial/maintenance mechanics employee group.

2. Bus Driver's

Upon completion of the probationary period and each three (3) year period of active employment as a regular scheduled bus driver, a bus driver will receive one winter jacket and one spring jacket, the style, design, color, quality and identifying markings to be determined by the Employer. The quality of the winter jackets shall be similar to the jackets provided in the previous year.

3. Custodial/Maintenance/Mechanics

The Employer shall, without cost to the employee, provide annually to each custodial/maintenance employee three (3) shirts and three (3) pants which shall be properly maintained by the employee. With the supervisor's permission, uniform monies may be applied to the purchase of a work jacket. Mechanics shall be provided five (5) shirts and five (5) pants per week through a laundry service. Uniforms will be issued in September, annually. The Board will choose the vendor and employees shall then be responsible for reporting for fitting/uniforms during that month. In addition, disposable rubber gloves shall be available at every work site.

4. Job Skills Trainers

The District will provide uniforms of similar quality and frequency as has been provided to Job Skills Trainers in the past.

J. Unscheduled School Closing

When work is canceled due to schools being closed to students and teachers on scheduled student instruction days which will be rescheduled for another date, employees scheduled to work, except custodial/maintenance and mechanic employees, shall not be required to report on the canceled work day and shall not be paid for the day, but will work the rescheduled day and be compensated as a scheduled work day. If the canceled work day is not to be rescheduled for work on a rescheduled student instruction day the employee will not be required to report for work and will receive his/her regular pay for the day. Custodial/maintenance and mechanic employees may be required to report on canceled student instruction days and for any hours worked during times when school is closed due to inclement weather and all other employees are off, custodial/maintenance and mechanic employees will be allowed time off, equal to those hours worked during the July 4 recess period, unless it is a canceled student instruction day, which will be rescheduled for work by the other employees at a later date.

K. Bus Driver Minimums

1. AM/PM Runs

Bus drivers will be paid a minimum of one and one-half (1½) hours pay for each A.M. and P.M. shift worked on regular scheduled routes and may be assigned job related duties for the remainder of the one and one-half (1½) hours if the regular scheduled route requires less than the time paid. K.O.H.S. drivers shall have a two (2) hour minimum for regular runs.

2. Midday Runs

Midday runs are bus runs other than charters occurring between A.M. and P.M. runs. Bus drivers reporting for midday runs having been off duty for more than thirty (30) minutes will be paid a minimum of one (1) hour or actual driving time and continuous duty time whichever is greater.

3. Continuous Duty Time

Bus drivers commencing midday or charter runs within thirty (30) minutes of the completion of A.M. or P.M. runs or the completion of another midday or charter run shall remain on duty and be paid continuously through from the end of the preceding run to the commencement of the following run at the charter run rates.

4. Charter Runs

Bus drivers shall be paid a minimum of two (2) hours or actual driving time, whichever is greater, for driving a charter run commencing prior to 3:30 p.m. Bus drivers shall be paid a minimum of three (3) hours or actual driving time, whichever is greater, for driving a charter run commencing at or after 3:30 p.m. If a charter run is canceled and the assigned driver is allowed to arrive at the departure site without notice of cancellation, where the charter run is continuous from a regular scheduled run, the bus driver shall be paid a minimum of one (1) hour. If a charter run is canceled where the assigned bus driver has been off duty for more than one (1) hour prior to departure time for the charter run and the assigned bus driver is allowed to report to the Transportation Center without notice of cancellation, the bus driver shall be paid a minimum of one (1) hour. A one-way charter run which is contiguous to a regular assignment, will be paid a one (1) hour minimum. A driver whose bid on a charter run is canceled, will not regain his/her regular run except when requested by the supervisor.

5. Pre-Trip Time

Starting times established by the supervisor will incorporate fifteen (15) minutes pre-trip time into the first (1st) run of the day and all charters which do not occur immediately following a regular run.

6. Bus Substitutes

Bus driver substitutes will be given two (2) hours for their holiday, accumulated leave and vacation days.

Kent Occupation High School Substitute Bus Drivers will be given one (1) hour to their holiday, accumulated leave and vacation days.

L. Pay for Licenses

The employer will reimburse employees required by the Employer to operate school vehicles in the performance of their work duties, the additional cost above a regular operator's drivers license for any license and/or endorsement required by law to operate the vehicle. Payment will be made within thirty (30) days of the submission of proof of the expenditure or upon the completion of the probationary period for new drivers. Drivers leaving in less than one (1) year, shall have such fees deducted from their last pay.

M. Drivers Meal Allowance

A meal allowance will be provided to each bus driver whose charter qualifies as follows:

1. If out between 11:30 a.m. and 12:30 p.m. inclusive, the driver will be allowed lunch.
2. If out between 5:30 and 6:30 p.m. inclusive, the driver will be allowed dinner.
3. The Supervisor will determine who will be allowed a breakfast allowance.
4. With approval of the supervisor and prearrangement with the group sponsor, drivers shall be allowed to drive to and from the nearest family restaurant for the time necessary to obtain the meal and return to the activity site.

5. Meal Allowance Rates

	<u>Lunch</u>	<u>Dinner</u>
1994-1996	5.00	6.00
1996-1997	5.25	6.25

Meals reimbursable upon receipt.

N. **Trainer's Pay**

Drivers serving as trainers will be paid the regular hourly rate.

O. **Foster Care Runs**

Foster care runs shall be treated independently for assignment by seniority preference among bus drivers for those runs. Day foster care runs will be paid at the regular driver's rate while evening foster care runs will be treated like and paid at the charter run rate. Foster care runs will be open to all drivers.

P. **Partial Half Days**

When the Employer schedules one-half (½) days for a portion of the students, necessitating an additional trip to and from home for drivers, those drivers affected shall receive one (1) hour additional pay at the driving rate.

Q. **Payment of Wages Earned/Custodial-Maintenance and Mechanics**

Employees shall receive payment for hours worked in a given pay period no later than one (1) week following the end of the pay period in which the hours were worked.

R. **Shift Premiums**

Custodial/maintenance, mechanic and Community Education paraprofessional employees working on the second shift and assigned thereto shall receive a premium of fifteen (15) cents per hour and custodial/maintenance and mechanic employees working on the third shift and assigned thereto shall receive a premium of twenty (20) cents per hour added to their hourly wages, it being understood that such premiums do not apply to first shift employees working overtime into the second shift, second shift employees working overtime into the third shift, or first shift employees working on the third shift, or first shift employees working on the third shift prior to the start of the first shift.

S. **Insurance Benefits**

1. **Custodial/Maintenance, Mechanic, Community Education, and Secretarial Employees Working Thirty (30) or More Hours Per Week For Forty-Eight (48) Weeks or More Each Work Year.**

The Employer shall provide payment toward premiums for insurance coverage for employees who are scheduled to work at least thirty (30) hours per week for forty-eight (48) weeks or more each work year, in the amount and according to the conditions as follows:

Each eligible employee will have the option of choosing the benefits of Plan A or the benefits of Plan B as set forth below:

Plan A: SCI w/MESSA, Delta Dental 90/90/90
\$25,000 Life Ins., Vision VSP2, LTD Ins. at 66-2/3% with 120 day waiting period (modified fill), \$2,500 monthly maximum.

Plan B*: Delta Dental 90/90/90
\$25,000 Life Ins., Vision VSP2, LTD Ins. at 66-2/3% with 120 day waiting period (modified fill), \$2,500 monthly maximum.

* For each employee who chooses Plan B the Employer shall make payment each month into a tax deferred annuity plan available through the Employer in accordance with the following schedule:

Ninety dollars (\$90.00)

The Employer shall make full payment of premiums for eligible employees.

The benefits delineated hereinabove shall be according to the coverage provided by MESSA for the option selected by the employee. The Employer shall supply insurance information for coverage including applications and claim materials. Insurance coverage for employees shall be on a twelve (12) month basis from September through August. Any employee commencing employment with the Wyoming Public Schools after the open enrollment period (September only) shall be granted insurance coverage subject to acceptance by MESSA. All eligible employees will receive continuous insurance coverage for the entire twelve (12) months. However, he/she must contribute his/her share of any premiums due, if applicable, to cover the period from June to September.

Employees must comply with all eligibility requirements of the contract and the insurance carrier for coverage to become effective. Premium payments for eligible employees will be paid for months between successive school work years for employees continuously employed. Premium payments will not be paid for periods on unpaid leave of absence or layoff.

2. Employees Working Twenty (20) or More Hours Per Week During Their Respective Work Years Other Than Those Participating In Program 1 Above.

The Employer shall provide payment toward premiums for insurance coverage for employees working twenty (20) or more hours per week during their respective work years other than those participating in Program 1 above in the amount and according to the conditions as follows:

Each eligible employee will have the option of choosing the benefits of Plan A or the benefits of Plan B as set forth below:

Plan A: SCI w/MESSA, Delta Dental 60/60/60 - \$1,500 Ortho Max (effective 10-1-93)
\$25,000 Life Ins.

Plan B*: Delta Dental 80/80/80
\$25,000 Life Ins., VSP2

* For each employee who chooses Plan B the Employer shall make payment each month into a tax deferred annuity plan available through the Employer in accordance with the following schedule:

Ninety dollars (\$90.00)

The Employer shall make full payment of premiums for eligible employees who select Plan A or Plan B. Employees employed after July 1, 1991, and who are regularly scheduled to work less than thirty (30) hours per week, but at least twenty (20) hours per week, will be eligible to receive premium contribution toward Plan A health insurance benefits on a prorated basis (e.g., 50% at 20 hrs; 75% at 25 hrs). There will be no proration of Plan B benefits. Any necessary employee contribution due to proration will be deducted from the employee's pay monthly and applied to the respective Plan A insurance premiums.

The benefits delineated hereinabove shall be according to the coverage provided by MESSA for the option selected by the employee. The Employer shall supply insurance information for coverage including applications and claim materials. Insurance coverage for employees shall be on a twelve (12) month basis from September through August. Any employee commencing employment with the Wyoming Public Schools after the open enrollment period (September only) shall be granted insurance coverage subject to acceptance by MESSA. All eligible employees will receive continuous insurance coverage for the entire twelve (12) months. However, he/she must contribute his/her share of any premiums due, if applicable, to cover the period from June to September.

Employees must comply with all eligibility requirements of the contract and the insurance carrier for coverage to become effective. Premium payments for eligible employees will be paid for months between successive school work years for employees continuously employed. Premium payments will not be paid for period on unpaid leave of absence or layoff.

3. Employees Not Eligible for Participation in the Insurance Benefit Plans Set Forth in One (1) and Two (2) Above

The Employer will make monthly premium payments to provide each such employee continuously employed with term life insurance coverage in the amount of fifteen thousand dollars (\$15,000.00) (term-double indemnity).

The Employer will work with those employees who wish to purchase group medical insurance at the employee's expense with payroll deduction, subject to the permission of the insurance carrier and its rules and regulations.

Less than twenty (20) hour employees will be considered for extra hours for which they are available, provided extra hours will not create payment of overtime.

4. Bus Driver Eligibility

- a. To determine eligibility for insurance benefits and/or placement, bus drivers' hours shall be computed on an annual basis.
- b. Hours worked shall be all hours paid by the employer, including charters.
- c. The total hours paid for the previous school year shall be divided by the number of days worked and multiplied by five (5) to determine the average hours per week.
- d. This process shall be repeated each year to determine placement for the following year.
- e. Newly hired drivers with no previous year's work record, shall receive or not receive insurance benefits based upon anticipated hours of work. Should the employee fail to complete the hours of work after the Employer has provided benefits, the employee shall repay the Employer for money spent, through equal monthly installments by payroll deduction in the succeeding work year.

5. 1995-96 Health Insurance Bidding

The parties acknowledge that, beginning with the second year of the Agreement, the District may be required by applicable state law to bid health insurance in order to receive or maintain a full foundation grant. In that event, the District will bid the health insurance benefits as stated in this Agreement, equal to or better than existing carrier and program, but the District will not be obligated to provide such benefits via the carrier(s) stated in this Agreement. However, the District will bargain with the Association concerning the implementation of any change in carrier(s) as the result of such bid.

T. Travel Between Buildings and Elsewhere

An employee whose regular assignment involves travel between two (2) or more buildings shall be paid a mileage reimbursement for such authorized miles driven at the current District mileage reimbursement rate.

U. Community Education Class Availability

Wyoming Public Schools support staff may enroll at no cost in Community Education classes in accordance with the following conditions:

1. Wyoming Public Schools shall have no tuition reimbursement obligation to any agent. Any such reimbursement obligation will be the responsibility of the student/employee;
2. Enrollment will be on a space available basis;
3. The employee must demonstrate a job related value;
4. The employee must make an advance request in writing to the Community Education Program Supervisor for approval;
5. The date of the request each semester will determine individual enrollment order of priority (first come, first served);
6. If two or more enrollment requests are received on the same date, seniority will determine order of priority.

ARTICLE XIII
GRIEVANCE PROCEDURE

A. Definition

For the purpose of this Agreement, the term "grievance" shall mean any claim, by one (1) or more employees, or the Union, that there has been a misinterpretation, misapplication, or violation of this Agreement.

B. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. In the event the written answer is not submitted in the time specified, the employee may proceed to the next level. The time limits may, however, be extended by mutual agreement in writing between the Union and the Employer.

1. Level One

- a. An employee, together with his representative may within ten (10) days of the occurrence of the event upon which the grievance is based, orally discuss the matter with his immediate supervisor with the objective of resolving the matter informally. If the employee is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, he shall file the grievance in writing. The written grievance must be submitted to the employee's immediate supervisor within fifteen (15) work days of the occurrence of the event upon which the grievance is based.
- b. Within ten (10) work days of the filing date, the immediate supervisor will arrange to meet with the employee and his representative in an effort to resolve it. A written answer shall be given within five (5) work days after such meeting.

2. Level Two

- a. If the employee is not satisfied with the disposition of the grievance at Level One b., written notification shall within five (5) work days thereafter be transmitted to the Assistant Superintendent stating the reason to pursue the grievance to Level Two.
- b. Within ten (10) work days of receipt of such grievance, the Assistant Superintendent or designee will meet with the employee and appropriate Union official to discuss the issue. The employee may be present and shall be present at the request of either the Employer or the Union. A written answer shall be given within five (5) work days after the meeting.

3. Level Three

If the decision of the Assistant Superintendent is not satisfactory to the employee, the grievance may be submitted to arbitration by filing a Demand for Arbitration with the American Arbitration Association, within twenty (20) work days after receipt of the decision. Upon the filing of a Demand for Arbitration, an arbitrator shall be appointed under the rules of the American Arbitration Association, which shall likewise govern the hearing. The arbitrator so selected will confer with the parties and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearing. The costs of the arbitrator shall be shared equally by the Employer and the Union. The Employer and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the employer and to the Union. The arbitrator's decision shall be in writing and will set forth his findings of facts, reasons, and conclusions on the issues

submitted, and shall be final and binding upon all parties concerned. The arbitrator shall have no power to alter, modify, add to, or subtract from the provision of this agreement. His authority shall be limited to deciding whether a specific Article and Section of this Agreement has been violated and shall be subject in all cases to the rights and responsibilities and authority of the parties under the Michigan General School Law or any other National, State, County, District or Local Laws.

ARTICLE XIV

EVALUATION

A. Conference

An evaluation conference shall be held with an employee by the evaluator prior to any evaluation being forwarded to the Assistant Superintendent for review.

B. Employee Signature

The employee shall be provided a copy of the written evaluation and shall sign the evaluation, acknowledging that a conference has been held and receipt of a copy of the evaluation. The employee's signature shall not mean the employee agrees with its content.

C. Employee Rebuttal

An employee who has been evaluated shall be able to attach a rebuttal statement to the evaluation by the end of the fifth (5th) work day following the evaluation conference. The rebuttal statement shall be submitted to the evaluator in order that the employee and evaluator have an opportunity to discuss the evaluation and amend it if appropriate. Should the evaluation not be amended, the rebuttal statement shall be attached and it shall be forwarded to the Assistant Superintendent. The evaluation and rebuttal statement, if one is presented, shall be placed in the employee's personnel file.

D. Evaluation Conducted by Supervisors

All evaluations of employees shall be conducted by supervisors from their area of operation.

E. Evaluation Committee

The District and the Union shall establish a joint Evaluation Committee to study and make recommendations regarding employee evaluations.

ARTICLE XV

SUBCONTRACTING AND WORKING SUPERVISORS

A. Limitations

1. Bargaining Unit Work Other Than Work Performed By Custodial Maintenance And Mechanic Employees.

The right to contract or subcontract is expressly vested in the Employer. The Employer agrees, however, that contracting or subcontracting of bargaining unit work will not be utilized to deny bargaining unit members their regularly scheduled and normal working hours. The Employer retains the right to contract or subcontract work which cannot be performed by existing regular employees during their regular work schedule in addition to their regular duties. The Employer further retains the right to contract or subcontract work for which existing equipment and/or material is not sufficient to attain the desired quality and/or for work which existing employees are not already trained and qualified to perform.

2. Bargaining Unit Work Performed By Custodial Maintenance And/Or Mechanic Employees.

During the term of this Agreement the Employer shall not contract out or subcontract any work that is regularly and normally performed by custodial/maintenance or mechanic employees, except in the case where the Employer does not have the available employees and/or equipment.

B. Working Supervisors

1. As is presently the case, supervisors employed as of September 1, 1993, may perform bargaining unit tasks in the course of their employment and such shall not be construed as taking work from the bargaining unit. Supervisors employed after 9/1/93 shall comply with number 2. below with regard to all bargaining unit work.

2. With regard to work that is normally and regularly performed by custodial/maintenance/mechanic employees, supervisors shall not normally and/or routinely perform such work as a regular assignment, except in cases of an emergency arising out of an unforeseen circumstance which calls for immediate attention or in cases of instruction or training of employees. However, the Employer may assign one (1) supervisor on a regular basis to work with custodial/maintenance and/or mechanic employees and perform such work on a routine basis.

C. Termination of Operation

Nothing in this Article shall be construed to prevent the Employer from terminating any portion or all of its operation in which bargaining unit employees work during the term of the Agreement.

The Union, its agents, or employees shall not for the duration of this Agreement authorize, promote or engage in nor condone any strike, work stoppage or job action of any kind.

D. State Mandates

The parties acknowledge that, beginning with the second year of the Agreement, the District may be required by applicable state law to bid the provision of support services, in order to receive or maintain a full foundation grant or other State Aid. In that event, nothing in this Agreement will preclude the District from bidding such support services. However, the District will bargain with the Association concerning the effects of the subcontracting of support services as the result of such bidding.

ARTICLE XVI

CONTINUITY OF OPERATIONS

The Union, its agents, or employees shall not for the duration of this Agreement authorize, promote or engage in nor condone any strike, work stoppage or job action of any kind.

ARTICLE XVII

DURATION OF AGREEMENT

A. Entire Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written, expresses all obligations imposed upon the Employer and the Union. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Employer and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. Separability

If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect.

C. Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The Employer shall have the right to deal with such subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment of this Agreement concerning such subjects or matters.

D. Term of Agreement

This Agreement shall become effective August 15, 1994, and expires August 15, 1997, at which time it shall terminate unless extended by written agreement of the parties.

E. Successor Negotiations

At any time within ninety (90) days prior to the termination date of this Agreement either party may serve written notice to the other of its desire to begin negotiations upon a successor collective bargaining agreement and negotiations shall begin within thirty (30) days from the receipt of the notice.

KENT COUNTY EDUCATION ASSOCIATION
AFFILIATED WITH MICHIGAN EDUCATION
ASSOCIATION/NEA

WYOMING PUBLIC SCHOOLS
BOARD OF EDUCATION

By Rose Pratt
Local Association President

By Lerril Q. Rienecke
President

By Juanita Katerink
Local Association Secretary

By Robert Pennell
Secretary

By Michael A. Stephens
KCEA/MEA/NEA Representative
Negotiator

By Lee M. Seese
Chief Negotiator

By Marcia J. Belanger
Co-Chair, Negotiating Committee

By Dennis H. Bush
Member

By Randall M. Baker
Member

Other members of the Association
Bargaining Team are as follows:

Other members of the Board's
Bargaining Team are as follows:

Janie S. Goldsmith
Kathleen Keizer
Judith K. Raible
Gary Alexander

Janet DeYoung
Saula Skoog

Dated this 15th day of August, 1994.

APPENDIX A
WESSA SCHEDULES
1994 - 1997

I. Schedules

Secretary/Clerical									
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
1994-95 (1.9%)	\$10.95	\$11.19	\$11.45	\$11.69	\$11.94	\$12.19	\$12.34	\$12.44	\$12.55
1995-96 (2.1%)	\$11.18	\$11.43	\$11.69	\$11.93	\$12.19	\$12.44	\$12.59	\$12.70	\$12.81
1996-97 (2.0%)	\$11.40	\$11.65	\$11.92	\$12.17	\$12.44	\$12.69	\$12.84	\$12.96	\$13.07

Food Service/Production & Utility									
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
1994-95 (1.9%)	\$9.01	\$9.17	\$9.38	\$ 9.64	\$ 9.91	\$10.23	\$10.38	\$10.48	\$10.59
1995-96 (2.1%)	\$9.20	\$9.36	\$9.58	\$ 9.85	\$10.12	\$10.44	\$10.59	\$10.70	\$10.81
1996-97 (2.0%)	\$9.38	\$9.55	\$9.77	\$10.04	\$10.32	\$10.65	\$10.80	\$10.92	\$11.03

Food Service/Van Drivers									
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
1994-95 (1.9%)	\$9.01	\$9.27	\$9.48	\$ 9.75	\$10.01	\$10.33	\$10.48	\$10.58	\$10.69
1995-96 (2.1%)	\$9.20	\$9.47	\$9.68	\$ 9.95	\$10.23	\$10.55	\$10.70	\$10.81	\$10.92
1996-97 (2.0%)	\$9.38	\$9.66	\$9.88	\$10.15	\$10.43	\$10.76	\$10.91	\$11.03	\$11.14

Food Service/Utility Production/Cashier/Ala Carte/Central Cook									
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
1994-95 (1.9%)	\$9.06	\$9.33	\$9.54	\$ 9.80	\$10.07	\$10.39	\$10.54	\$10.64	\$10.75
1995-96 (2.1%)	\$9.25	\$9.52	\$9.74	\$10.01	\$10.28	\$10.60	\$10.75	\$10.86	\$10.97
1996-97 (2.0%)	\$9.44	\$9.71	\$9.93	\$10.21	\$10.48	\$10.82	\$10.97	\$11.09	\$11.20

Paraprofessionals									
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
1994-95 (1.9%)	\$ 9.54	\$ 9.64	\$ 9.80	\$10.01	\$10.28	\$10.44	\$10.59	\$10.69	\$10.80
1995-96 (2.1%)	\$ 9.74	\$ 9.85	\$10.01	\$10.23	\$10.50	\$10.66	\$10.81	\$10.92	\$11.03
1996-97 (2.0%)	\$ 9.93	\$10.04	\$10.21	\$10.43	\$10.71	\$10.87	\$11.02	\$11.14	\$11.25

Job Skill Trainers									
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
1994-95 (1.9%)	\$10.60	\$11.66	\$11.98	\$12.35	\$12.66	\$12.77	\$12.92	\$13.02	\$13.13
1995-96 (2.1%)	\$10.82	\$11.90	\$12.23	\$12.61	\$12.93	\$13.04	\$13.19	\$13.30	\$13.41
1996-97 (2.0%)	\$11.04	\$12.14	\$12.47	\$12.86	\$13.19	\$13.30	\$13.45	\$13.57	\$13.68

Teacher Assistants/In-House Suspension									
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
1994-95 (1.9%)	\$13.83	\$14.36	\$14.89	\$15.42	\$15.95	\$16.48	\$16.63	\$16.73	\$16.84
1995-96 (2.1%)	\$14.12	\$14.66	\$15.20	\$15.74	\$16.28	\$16.83	\$16.98	\$17.09	\$17.20
1996-97 (2.0%)	\$14.40	\$14.95	\$15.51	\$16.06	\$16.61	\$17.16	\$17.31	\$17.43	\$17.54

Bus Drivers									
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
1994-95 (1.9%)	\$11.55	\$11.76	\$11.98	\$12.19	\$12.40	\$12.61	\$12.76	\$12.86	\$12.97
1995-96 (2.1%)	\$11.79	\$12.01	\$12.23	\$12.44	\$12.66	\$12.88	\$13.03	\$13.14	\$13.25
1996-97 (2.0%)	\$12.03	\$12.25	\$12.47	\$12.69	\$12.91	\$13.13	\$13.28	\$13.40	\$13.51

Bus Drivers - Charter Rate	
1994-94 (1.9%)	\$9.48
1995-96 (2.1%)	\$9.68
1996-97 (2.0%)	\$9.88

Custodial									
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
1994-95 (1.9%)	\$11.60	\$11.82	\$11.92	\$12.03	\$12.19	\$12.35	\$12.50	\$12.60	\$12.71
1995-96 (2.1%)	\$11.85	\$12.06	\$12.17	\$12.28	\$12.44	\$12.61	\$12.76	\$12.87	\$12.98
1996-97 (2.0%)	\$12.09	\$12.31	\$12.42	\$12.53	\$12.69	\$12.86	\$13.01	\$13.13	\$13.24

Custodial/Utility									
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
1994-95 (1.9%)	\$11.87	\$12.08	\$12.19	\$12.29	\$12.45	\$12.61	\$12.76	\$12.86	\$12.97
1995-96 (2.1%)	\$12.12	\$12.33	\$12.44	\$12.55	\$12.71	\$12.88	\$13.03	\$13.14	\$13.25
1996-97 (2.0%)	\$12.36	\$12.58	\$12.69	\$12.80	\$12.97	\$13.13	\$13.28	\$13.40	\$13.51

Custodial/Head Elementary									
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
1994-95 (1.9%)	\$11.87	\$12.08	\$12.19	\$12.29	\$12.45	\$12.61	\$12.76	\$12.86	\$12.97
1995-96 (2.1%)	\$12.12	\$12.33	\$12.44	\$12.55	\$12.71	\$12.88	\$13.03	\$13.14	\$13.25
1996-97 (2.0%)	\$12.36	\$12.58	\$12.69	\$12.80	\$12.97	\$13.13	\$13.28	\$13.40	\$13.51

Custodial/Head Secondary/Extended School Year									
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
1994-95 (1.9%)	\$12.13	\$12.35	\$12.45	\$12.56	\$12.72	\$12.88	\$13.03	\$13.13	\$13.24
1995-96 (2.1%)	\$12.39	\$12.61	\$12.71	\$12.82	\$12.98	\$13.15	\$13.30	\$13.41	\$13.52
1996-97 (2.0%)	\$12.64	\$12.86	\$12.97	\$13.08	\$13.24	\$13.41	\$13.56	\$13.68	\$13.79

Custodial/General Maintenance/Grounds									
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
1994-95 (1.9%)	\$12.13	\$12.35	\$12.45	\$12.56	\$12.72	\$12.88	\$13.03	\$13.13	\$13.24
1995-96 (2.1%)	\$12.39	\$12.61	\$12.71	\$12.82	\$12.98	\$13.15	\$13.30	\$13.41	\$13.52
1996-97 (2.0%)	\$12.64	\$12.86	\$12.97	\$13.08	\$13.24	\$13.41	\$13.56	\$13.68	\$13.79

Custodial/Mechanic Helper									
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
1994-95 (1.9%)	\$12.13	\$12.35	\$12.45	\$12.56	\$12.72	\$12.88	\$13.03	\$13.13	\$13.24
1995-96 (2.1%)	\$12.39	\$12.61	\$12.71	\$12.82	\$12.98	\$13.15	\$13.30	\$13.41	\$13.52
1996-97 (2.0%)	\$12.64	\$12.86	\$12.97	\$13.08	\$13.24	\$13.41	\$13.56	\$13.68	\$13.79

Custodial/Maintenance Foreman									
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
1994-95 (1.9%)	\$14.09	\$14.31	\$14.41	\$14.52	\$14.68	\$14.84	\$14.99	\$15.09	\$15.20
1995-96 (2.1%)	\$14.39	\$14.61	\$14.72	\$14.82	\$14.99	\$15.15	\$15.30	\$15.41	\$15.52
1996-97 (2.0%)	\$14.68	\$14.90	\$15.01	\$15.12	\$15.29	\$15.45	\$15.60	\$15.72	\$15.83

Skilled Trades*/Maintenance, Head Mechanic, Electrician, Plumber, Carpenter, Auditorium Technician									
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
1994-95 (1.9%)	\$13.56	\$13.78	\$13.88	\$13.99	\$14.15	\$14.31	\$14.46	\$14.56	\$14.67
1995-96 (2.1%)	\$13.85	\$14.07	\$14.17	\$14.28	\$14.44	\$14.61	\$14.76	\$14.87	\$14.98
1996-97 (2.0%)	\$14.13	\$14.35	\$14.46	\$14.57	\$14.73	\$14.90	\$15.05	\$15.17	\$15.28

*Employees hired into Skilled Trades classifications after July 1, 1991, may be required to have appropriate certification/journeyman license.

II. Longevity

Based on the employee's date of hire, the following rates will be given:

School Year	10 Years	15 Years	20 Years
1994 - 1995	\$0.15	\$0.25	\$0.36
1995 - 1996	\$0.15	\$0.26	\$0.37
1996 - 1997	\$0.15	\$0.27	\$0.38

The longevity payments will be applied in the form of additional steps on each salary schedule on September 1.

III. General Provisions

A. Experience Credit

All employees shall be placed minimally on the step of the wage schedule which corresponds to his/her number of years of service in the Wyoming Public Schools in a bargaining unit position. Provided, however, that no employee shall suffer a reduction in pay as a result of such placement. An employee whose present placement would result in a wage loss, shall remain at his/her present step and receive the negotiated rate of pay for that step.

B. Step Advancement

For the purposes of determining the proper step applicable to an employee, an employee will remain at the same step for the entire contract year and be credited with an additional year of experience for step increase on the contract anniversary date. Each employee, shall, each year, on the anniversary of the contract, advance one step on the salary schedule.

C. New Hires

The Employer may, in its discretion, place new hires on any of the steps in the first half of the wage schedule.

GRIEVANCE REPORT FORM

Grievance # _____

Wyoming Public Schools/Wyoming Educational Support Staff Association

Submit to Supervisor in Duplicate (within 15 work days of occurrence)

Name of Grievant	Building	Assignment	Date Filed

LEVEL I

A. Date cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

C. Date of Initial Verbal Meeting with Supervisor _____

D. Position of Grievant and/or Association _____

Signature Date

LEVEL II

A. Date of Second Meeting with Supervisor (within 3 work days) _____

B. Disposition by Supervisor _____

Signature of Supervisor Date

C. Position of Grievant and/or Association _____

Signature of Grievant Date

Signature of Assoc. Rep. Date

(Submit to Assistant Superintendent within 5 work days)

LEVEL III

A. Date of Meeting with Ass't. Superintendent (within 10 days) _____

B. Disposition by Assistant Superintendent _____

DISTRICT CALENDAR

1994-95

FIRST SEMESTER

August 26	New Teacher In-service/Board Tour
August 29	Teacher Day Only
August 30	First Student Day (Grades 1-12) A.M. Instruction - Students P.M. Teacher Work
August 31	First Full-day for Students (Grades EC-12)
September 2 - September 5	Labor Day Recess
November 11	Teacher Work Day * No School - All Students
November 24 & 25	Thanksgiving Recess
December 19 - January 2	Winter Break
January 20	End of First Semester A.M. Instruction P.M. Records

SECOND SEMESTER

January 23	First Day of Second Semester Instruction All Day
February 24 - February 27	Mid-Winter Break (Snow/Make-up)
March 31	Teacher Work Day * No School - All Students
April 3 - April 7	Spring Break
April 14	A.M. Instruction P.M. No School
May 29	Memorial Day - No School
June 13	Last Day of School A.M. Instruction P.M. Records
June 14	A.M. Records P.M. Site-based Management

* This day may be scheduled for conferences or an alternate amount of time may be scheduled within each building.

School Year In-Service - 3 hours In-Service/Collaborative time to be scheduled outside the teacher day within each building. This time may be incorporated into the building's schedule.

Spring In-Service - P.M. In-Service to be scheduled within each building. Building calendars will include five (5) half days to be used for conferences, assessment, in-service training, and for records.

A committee of administrators and WEA/WESSA representatives will meet to establish calendars for the 1995-96, 1996-97 school years.

Summary of Calendar Continued (1994-95)

Week of	Work Days	Inst. Days	State Aid Days	Week of	Work Days	Inst. Days	State Aid Days
Aug. 29	4	2.5	3	Jan. 23	5	5	5
Sept. 6	4	4	4	Jan. 30	5	5	5
Sept. 12	5	5	5	Feb. 6	5	5	5
Sept. 19	5	5	5	Feb. 13	5	5	5
Sept. 26	5	5	5	Feb. 20	4	4	4
Oct. 3	5	5	5	Feb. 28	4	4	4
Oct. 10	5	5	5	March 6	5	5	5
Oct. 17	5	5	5	March 13	5	5	5
Oct. 24	5	5	5	March 20	5	?	5
Oct. 31	5	?	5	March 27	5	?	4
Nov. 7	5	4	4	April 10	5	4.5	5
Nov. 14	5	5	5	April 17	5	5	5
Nov. 21	3	3	3	April 24	5	5	5
Nov. 28	5	5	5	May 1	5	5	5
Dec. 5	5	5	5	May 8	5	5	5
Dec. 12	5	5	5	May 15	5	5	5
Jan. 3	4	4	4	May 22	5	5	5
Jan. 9	5	5	5	May 30	4	?	4
Jan. 16	5	4.5	5	June 5	5	5	5
				June 12	3	2	2
Sub Total	90.0		88.0	Sub Total	95.0		93.0
				Total	185.0		181.0

WYOMING PUBLIC SCHOOLS

Perpetual School Year Calendar

I. Beginning the school year

Staff: The first Monday preceding Labor Day
Students: The first Tuesday preceding Labor Day

- * 1st Day for Staff Monday, August 29, 1994
- * 1st Day for Students Tuesday, August 30, 1994 (Grades 1-12)

II. Vacation Days

A. Legal Holidays

1. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Year's Day
5. Memorial Day

B. The Friday after Thanksgiving

C. Winter Recess Schedule:

<u>Christmas Falls On:</u>	<u>Recess Begins End of Day:</u>	<u>Classes Resume:</u>
Monday	Friday, December 22	Monday, January 8
Tuesday	Friday, December 21	Monday, January 7
Wednesday	Friday, December 20	Monday, January 6
Thursday	Friday, December 19	Monday, January 5
Friday	Friday, December 18	Monday, January 4
Saturday	Friday, December 17	Monday, January 3
* Sunday	Friday, December 16	Tuesday, January 3

D. Spring recess will be the first full school week in April.

III. The end of the first semester for students will be no later than the third Friday in January.

* 1994-95 school year

LETTER OF UNDERSTANDING
BETWEEN
WYOMING PUBLIC SCHOOLS
-AND-
KENT COUNTY EDUCATION ASSOCIATION

The above named parties agree to the following provisions regarding the filling of vacancies for paraprofessionals:

1. K-12 paraprofessionals shall fill vacancies on the basis of minimum qualifications and seniority.
2. Community Education paraprofessionals shall fill vacancies in the following manner:
 - a. All paraprofessionals shall be classified as either HSC, Child Care or ABE/ESL paraprofessionals.
 - b. Vacancies in either group shall be filled from the particular group on the basis of minimum qualifications and seniority.
 - c. When there are no applicants for a vacancy from the existing employee group (HSC, Child Care or ABE/ESL respectively) and the employer is filling the vacancy from the other groups or the outside, then the language of Article VII, Vacancies, 3. Qualifications, shall apply.

FOR THE KENT COUNTY
EDUCATION ASSOCIATION
(MEA/NEA)

Michael A Stephens

Date August 15, 1994

FOR THE WYOMING PUBLIC
SCHOOLS

Lee M. Seave

Date August 15, 1994

LETTER OF UNDERSTANDING
BETWEEN
WYOMING PUBLIC SCHOOLS
-AND-
KENT COUNTY EDUCATION ASSOCIATION

The above named parties agree to the following provisions regarding the custodial/maintenance classification of the painter:

1. The employee currently holding the respective position of painter () will be grandfathered into the skilled trades classification, and paid accordingly;
2. At the time that the respective painter position becomes vacant, the position shall become grouped with the General Maintenance Classification, and paid accordingly.

FOR THE KENT COUNTY
EDUCATION ASSOCIATION

Michael A. Stephens

Date August 15, 1994

FOR THE WYOMING PUBLIC
SCHOOLS

Joe W. Seese

Date August 15, 1994

**LETTER OF UNDERSTANDING
BETWEEN
THE WYOMING EDUCATION SUPPORT STAFF
ASSOCIATION (WESSA)/KCEA**

RE: COMMUNITY EDUCATION STAFFING

The above named parties agree to the following provision regarding Community Education staffing for the 1994-95 school year:

1. Total of 22.5 full-time instructors and 9.0 paraprofessionals will be employed if the community education cap on FTE of 480 is obtained and audited on the designated 4th Friday.
2. If an increase or decrease of more than 30 hours occurs or a major change in state aid occurs, both parties will reconvene for further consideration.
3. The outline for staff assignments if the 480 FTE is secured will be:

Program	Teachers	Paraprofessionals	FTE	Ratio
ABE/ESL/Succ Lrn	8	6	233	29
Seniors	2	1	70	35
VOC Ed Nurse	2		46	23
Elect	1		13	13
CAD	1	1	22	22
REF	1		17	17
Auto	3		50	17
Computer	1.5		20	14
Job Club	2	1	0	
Ind. Study	1		9	9
TOTAL	22.5	9	480	

4. The allocation of teachers will remain at minimally the 22.5 and 9.0 full-time paraprofessionals (30 hours per week), if the Fourth Friday cap is secured. In the event that the specific program FTE falls below the ratio designated in this agreement, individual program staff adjustments can be made on a pro-rata basis using the ratio. It is the intent of the agreement to maintain 22.5 full time teachers and 9.0 paraprofessionals. If 480 FTE cap is secured and fully funded, however, teacher and paraprofessional assignments will be directly related to program FTE numbers. All staff may be required to fulfill multiple/split assignment to maintain full-time status. Paraprofessional positions will be filled at a bidding meeting by seniority.
5. In the event that the Wyoming Public Schools Charter School Program is fully funded and the 125 FTE for Alternative Education is added to the Community Education FTE Cap, up to an additional equivalent 4 full-time teachers will be assigned on a pro rata basis until the 125 is secured.

6. This letter of understanding shall expire at the end of the 1994-95 contract year. The parties shall meet to discuss the effectiveness of these provisions and consider extending them at their mutual convenience.
7. This letter of understanding supersedes the following contract language:
 - a. Article V.R. 1. 2. 3.
 - b. Article VIII. 2. OMIT; 3. Delete all but Horizons, move Horizons to Article 8.2.b.; Delete E.3.c.
 - c. Both parties reserve the right to discuss any and all specific issues that may arise in the implementation of the letter of understanding.



Lee W. Pierce
Assistant Superintendent



Allen Rice, WEA President



Rose Pratt, WESSA President



Michael Stephens, Executive Director
KCEA

Dated this 23rd day of June, 1994

LETTER OF UNDERSTANDING
BETWEEN
THE WYOMING PUBLIC SCHOOLS
AND
THE WYOMING EDUCATION ASSOCIATION (WEA) &
THE WYOMING EDUCATIONAL SUPPORT STAFF
ASSOCIATION (WESSA)/KCEA
RE: CHARTER SCHOOL
JUNE 23, 1994

The above named parties agree to the following provisions regarding Charter School for the 1994-95 school year:

1. Staff members will be covered by all existing contract language including salary and benefits.
2. All staff members will be afforded due process and just cause protection in discipline and dismissal. Employees will cease to be considered probationary as per the Master Agreement.
3. No staff member may serve on the Charter Board of Directors.
4. Periodically, guest lecturers/adjunct staff members will be used to augment a specific offering and enhance curriculum, however, no staff member will be reduced as a direct result nor will the guest lecturers/adjunct staff members become bargaining unit members.
5. This letter of understanding shall expire at the end of the 1994-95 contract year. The parties shall meet to discuss the effectiveness of these provisions and consider extending them at their mutual convenience.
6. Should this agreement not be enforceable for any reason the parties shall meet to renegotiate per agreement.



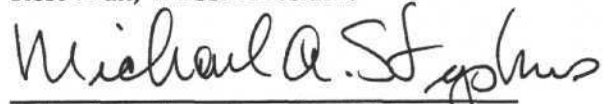
Lee W. Pierce, Assistant Superintendent



Al Rice, WEA President



Rose Pratt, WESSA President



Michael Stephens, Executive Director
KCEA

Dated this 23rd day of June, 1994.

**LETTER OF UNDERSTANDING
BETWEEN
THE WYOMING PUBLIC SCHOOLS
AND
THE WYOMING EDUCATION ASSOCIATION/KCEA
RE: HUNTINGTON WOODS
MAY 24, 1994**

The above named parties agree to the following provisions regarding exceptions to the Master Agreement, extension of the school year and the intersession program at Huntington Woods Elementary School. The parties also recognize that additional exceptions from time to time may be needed due to the nature of this program.

1. This agreement shall expire at the end of the 1994-95 school year.
2. Neither party shall claim nor rely upon precedent set by this agreement.
3. The school calendar, which is at variance with the negotiated calendar, is attached and is part of this agreement.
4. The split grade requirements found in Article VII, A.1.b, shall be waived due to the nature of the program.
5. The daily student contact limits found in Article VI.A.1., shall be waived provided the weekly equivalent is not exceeded.
6. The requirement for the distribution of school improvement funds found in Article IX.1., shall be waived in favor of a distribution system to be determined by the consensus of the staff at Huntington Woods.
7. Except in reduction in force, employees will be selected on a voluntary basis.
8. No employee will be required to work more than the existing Master Agreement requirements to teach an intersession.

LETTER OF UNDERSTANDING
RE: HUNTINGTON WOODS
Page 2


9. The compensation for intersessions will be at the negotiated base rate prorated hourly (salary divided by 1,295 hours).
10. Staff meeting may be held at any time as provided in Article VI.A.3.



Lee W. Pierce
Assistant Superintendent

May 24, 1994


Date



Allen Rice
WEA President

May 24, 1994

Date



Kaye Mentley, Principal
Huntington Woods Elementary

August 18, 1994

Date



Michael Stephens, KCEA
Executive Director

August 16, 1994

Date

LETTER OF UNDERSTANDING
BETWEEN
THE WYOMING PUBLIC SCHOOLS
AND
THE WYOMING EDUCATIONAL SUPPORT STAFF
ASSOCIATION/KCEA
RE: BREAKFAST PROGRAM
MAY 26, 1994

The above named parties agree to the following provisions regarding the bidding procedure for the implementation of the breakfast program:

1. Suspend, for a single implementation, Article IX, Section C-4, procedure requiring bidding and posting of all assignments relative to the breakfast program.
2. When more than one employee is assigned to a building, the most senior employee will be granted first right of refusal or acceptance of the position, however, at minimal, the least senior employee must accept the position.
3. The attached list represents the anticipated assignments based on current staffing levels for the 1994-95 school year.
4. Following the initial assignment, all subsequent positions in the breakfast program will be appointed through the bidding process.



Lee W. Pierce, Assistant Superintendent



Rose Pratt, WESSA President



Michael Stephens, Executive Director
KCEA

Dated this 26th day of May, 1994.

**FOOD SERVICE POSITIONS
1994-95 School Year
(TENTATIVE)**

(16) PRODUCTION AND UTILITY

<u>Employee</u>	<u>Location</u>	<u>1993-94 Hours</u>	<u>1994-95 Hours</u>
Vicki Janes	EAST	4.0	5.0
Bonnie Hayes	GLAD	4.0	5.0
Elizabeth Johnson	H WDS	2.5	3.5
Kathleen VanEssen	H WDS	2.5	No Change
Sharon Steegstra	ORPK	4.25	5.0
Mary Boes	PKVW	5.0	6.0
Lois Bodbyl (Retiring 07/01/94)	RLNE	4.0	5.0
Patricia Scheneman	TAFT	4.5	5.5
Janie Goldsmith	WEST	4.5	5.5
Pat Coles	JPMS	3.0	No Change
Constance Westerhof	JPMS	3.5	"
Marcia Jones	NMS	3.5	"
Mary Ann Grigware	NMS	3.0	"
Debra Pierce	WPHS	3.25	"
Beverly Huyge	WCE	4.0	"
Beulah Klynstra	WCE	2.0	"

(10) UTILITY PRODUCTION/CASHIER/ALA CARTE

<u>Employee</u>	<u>Location</u>	<u>1993-94 Hours</u>	<u>1994-95 Hours</u>
Joyce Swanson	JPMS	4.0	5.0
Nancy Cook	JPMS	4.0	No Change
Theresa Lynema	NMS	5.0	6.0
Frances Bushman	NMS	5.0	No Change
Nancy Wilson	RHS	3.75	4.75 (with benefits)

FOOD SERVICE POSITIONS (Continued)

(10) UTILITY PRODUCTION/CASHIER/ALA CARTE (continued)

<u>Employee</u>	<u>Location</u>	<u>1993-94 Hours</u>	<u>1994-95 Hours</u>
Patti Syswerda	RHS	3.75	No Change
Jackie Weatherby	RHS	3.75	No Change
Agnes Klooster	WPHS	3.75	4.75 (with benefits)
Loretta Russo	WPHS	3.75	No Change
Ruth Cruce	WPHS	3.75	No Change

(1) CENTRAL COOK

<u>Employee</u>	<u>Location</u>	<u>1993-94 Hours</u>	<u>1994-95 Hours</u>
Yvonne Spaans	NMS	8.0	No Change

(2) FOOD SERVICE DRIVERS

<u>Employee</u>	<u>Location</u>	<u>1993-94 Hours</u>	<u>1994-95 Hours</u>
Clarence Ehlert	NMS	3.0	No Change
Jody Roberts	NMS	3.0	No Change

**(1) WAREHOUSE LEADPERSON/BACK-UP FOOD SERVICE DRIVER/CUSTODIAL
MAINTENANCE**

<u>Employee</u>	<u>Location</u>	<u>1993-94 Hours</u>	<u>1994-95 Hours</u>
Frank Hoke	NMS/District-Wide	?	8.0 (full-time) (?)

TOTAL POSITIONS - 30

jd
05/04/94

NOTES

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses and income. The document provides a detailed explanation of how to categorize these transactions correctly, ensuring that they are recorded in the appropriate accounts.

The second part of the document focuses on the process of reconciling the accounts. It explains how to compare the company's records with the bank statements to identify any discrepancies. This process is crucial for detecting errors and preventing fraud. The document provides a step-by-step guide to performing a reconciliation, including how to investigate and resolve any differences.

The third part of the document discusses the preparation of financial statements. It explains how to use the recorded transactions to calculate the company's profit and loss, assets, and liabilities. The document provides a detailed explanation of how to prepare the income statement, balance sheet, and cash flow statement. It also discusses the importance of reviewing these statements regularly to ensure that the company is operating profitably and that its financial position is sound.

The fourth part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses and income. The document provides a detailed explanation of how to categorize these transactions correctly, ensuring that they are recorded in the appropriate accounts.

