

# *MASTER AGREEMENT*

between the

**WAVERLY BOARD  
OF EDUCATION**

and the

**WAVERLY EDUCATIONAL  
SUPPORT PERSONNEL  
ASSOCIATION**

July 1, 2008 – June 30, 2010



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## **ARTICLE 1: AFFILIATION**

- A. The Waverly Educational Support Personnel Association, an affiliate of the Michigan Education Association, shall hereafter be referred to as the Association. Employees covered by the terms of the Agreement shall hereafter be referred to as members of the Unit.
- B. Hereafter the District shall refer to the appropriate level of decision making within the management or policy making structure of the Waverly Community Schools.
- C. References to Superintendent shall include Superintendent's designee. The Superintendent shall inform the Association President of any designee selected by the Superintendent for purposes of administering this Agreement.

## **ARTICLE 2: RECOGNITION**

- A. Pursuant to Michigan Public Act 336 of 1947, as amended, the District hereby recognizes the Association as sole and exclusive bargaining representative for all permanently employed educational secretaries, technicians, special education paraprofessionals, reading support paraprofessionals, elementary library media specialists (ELMS), general education paraprofessionals, English as a second language paraprofessionals, time-out monitors, clerks, all regular full-time food service personnel scheduled to a minimum of thirty (30) hours per week (as managers, department head/assistant managers, food preparation assistants) and all regularly scheduled part-time food service personnel scheduled to work less than thirty (30) hours per week (as head cashiers, food service leaders, food service/cashier assistants and lunch/ playground assistants); excluding secretaries and clerks in the offices of the Superintendent and Personnel, temporary and substitute secretaries and clerks, student clerical employees, all present positions not included, all future personnel excluded by mutual agreement, secretarial, clerical personnel employed less than twenty (20) hours per week for their work year, food service supervisors, food service substitutes, temporary/casual help not employed on a regular basis.

If a position is modified or if a new position is created the Board shall so notify the Association. Upon the request of the Association, the Board representatives and the Association representatives shall meet to negotiate whether the modified or new position is to be included in the bargaining unit. If it is determined that the position is to be included in the bargaining unit, the Classification Committee shall determine its classification placement. Any new salary placement shall only be retroactive to the date of the Association request for inclusion in the unit.

- B. Full-time bargaining unit members are defined as those members working six (6) or more hours per day, whether they work fifty-two (52) weeks or less than fifty-two (52) weeks per year. Part-time bargaining unit members are defined as those members working less than six (6) hours per day and work less than fifty-two (52) weeks per year.
- C. The District agrees not to negotiate regarding wages, hours or working conditions of members of the Unit with any organization other than the Association for the duration of this Agreement.

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

### **ARTICLE 3: MANAGEMENT RIGHTS**

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

### **ARTICLE 4: WORKING CONDITIONS**

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

1. The Conference Bank shall consist of eight thousand dollars (\$8,000.00) with the understanding that substitute costs will be subtracted from the fund. Bargaining unit members who are approved to attend a conference shall be reimbursed up to a limit of three hundred dollars (\$300) per conference.
  2. Within forty (40) days of the contract ratification, the Conference Bank Committee, consisting of two (2) bargaining unit members appointed by the Association and two (2) administrators, shall meet to review and/or revise the criteria for the administration of the Conference Bank. The guidelines shall be distributed to all bargaining unit members.
  3. The administration shall administer the Conference Bank in accordance with the established guidelines.
  4. A bargaining unit member whose conference request is denied under these guidelines may appeal the decision to the Bank Committee. The decision of the Committee shall be final and not subject to the grievance procedure.
  5. At the end of each school year, the Conference Bank Committee shall meet to review and revise the guidelines, as deemed necessary.
- F. The District recognizes its responsibility to provide reasonable support to all members of the Unit. Serious complaints by a student or parent directed toward members of the Unit shall be promptly reported to the employee. In the case of assault on an employee or legal action brought against an employee in connection with job related action or responsibility, the Board at the employee's request shall provide legal counsel to advise the employee of his/her rights and the Superintendent shall render assistance to the employee in connection with the handling of the incident with law enforcement and judicial authorities.
- G. Personnel File: Upon written request of the member, and pursuant to Public Act 397 of 1978, the District shall permit a member and/or the member's designated Association representative, access to and the right to inspect and acquire a copy of all materials in said member's personnel file except pre-employment materials received by the District. The inspection shall be in the presence of an authorized administrator. The District will provide a sign-in sheet in each member's personnel file, which shall be signed and dated by any person who reviews the file.

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

Employees shall be notified when material is placed in their personnel file. The employee shall have an opportunity to file a response and said response shall become part of the file.

Personnel records are intended for internal school use and as such are restricted according to law. In the event of legal action involving the school and the employee, the personnel file may become part of the proceedings. In the event that a court order is

presented for information from the personnel file, the employee shall be notified by whom and for what reason the file was requested within seven (7) calendar days of receipt of the court order.

Except as noted above, a copy of information from the employee personnel file may not be released without prior written permission of the employee unless release is required under the Freedom of Information Act. The employee shall be notified of the request at least five (5) working days prior to the release of the information. During the five (5) day period the employee may bring evidence as to why the material requested does not fall within the purview of the act.

- H. All bargaining unit members working less than fifty-two (52) weeks shall be notified of their anticipated work schedule by August 1. If the starting date of school has not been set by August 1, then members shall be notified within five (5) work days of establishing the start date.

All full-time bargaining unit members working less than fifty-two (52) weeks shall be scheduled to work the instructional days designated in the school calendar, and non-instructional and professional development days as delineated elsewhere in this Agreement.

- I. If the District and/or its subcontractor determines that there is to be a reduction in hours or days in an employee's position, the District will seek input from the Association prior to implementation. If a reduction occurs the affected employee and Supervisor will meet to evaluate current and future job duties. In the event the District determines that there is to be a reduction in hours or days in a four or more hour employee's position that is not vacant, the least senior person in the classification as provided for in Article 8, Sections B, C and D, will be affected unless the person in the reduced position waives the right to affect the least senior person. The District may deviate from the consideration of seniority in the reduction process when a less senior person is the only one qualified for the position involved. In this situation, the District will provide sufficient work responsibilities from the least senior person to accommodate the more senior person's reduced work time. The final decision on the distribution of such work will be left to the District.
- J. The parties recognize that it is not the role of bargaining unit personnel to substitute for absent faculty personnel. Such assignments shall be avoided as a common practice and bargaining unit personnel will not be used as substitutes more than any other certified non-classroom personnel in their building.
- K. A written job description shall be given to each bargaining unit member in order to facilitate the performance of her/his duties. These shall be reviewed at the time of evaluation in a conference with her/his immediate supervisor and no less than every three (3) years, or when significant changes occur in the duties of the job, or at any time a bargaining unit member is reassigned to a new position.
- L. Guidelines will be developed by the administration in consultation with the Elementary Library Media Specialists (ELMS) to address circumstances under which the ELMS may or may not be expected to monitor students. Other bargaining unit members who are expected to monitor students on a regular basis may request similar guidelines which will be developed by the Administration in consultation with the Association.



- M. It is understood that employees may request a review of his/her current work load. This request will be made in writing to the supervisor with a copy to the Personnel Office. Within ten (10) working days, the supervisor will meet with the employee to discuss the work load. If the employee is not satisfied with the results, he/she may refer the issue to the Personnel Office within five (5) working days. This meeting shall be held within five (5) working days of receiving the request. The meeting will include the Personnel Director, the supervisor, the WESPA president and the affected employee.

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

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

- N. The District shall grant the Association seventy-two (72) hours per school year to conduct Association business. Specific times must be approved in advance by the supervisor. If a substitute is required, the Association shall reimburse the District per the substitute rate. Substitutes will be hired in half-day portions.
- O. Co-op students shall not be allowed to perform bargaining unit work if it would result in a reduction of hours for bargaining unit members.
- P. Full-time and paraprofessional bargaining unit members shall be scheduled to work the same number of professional development days as scheduled to be worked by the teaching staff. Paraprofessionals shall attend all scheduled professional development days/half-days unless excused by their supervisor. All full-time bargaining unit members other than paraprofessionals shall attend professional development days/half-days at the direction of their supervisor. Such time will be reported on their time card and identified as staff development. Additional professional development time may be requested subject to the approval of their supervisor. Bargaining unit members will be paid their regular hourly wage for all time they participate in professional development resulting from an administrative request or when the professional development occurs during the regular work day.

One (1) full day of staff development may be provided for part-time bargaining unit members at the District's discretion. A day of staff development shall be similar in length to the member's regular work day. Part-time bargaining unit members are expected to attend staff development and shall be paid for those hours at their regular wage. Part-time bargaining unit members may request additional professional development time subject to the approval of their supervisor and such time shall be paid.

Professional Development and/or non-instructional workday activities may be developed and organized by the bargaining unit members subject to the approval of the District. All such activities shall be connected to the District's strategic plan.

A bargaining unit member shall be allowed to apply for personal professional development equivalent to a minimum of one (1) work day based on his/her regular hours of work. Funding for personal professional development shall be covered as described in Article 4, Section E, subsection 1. The bargaining unit member must have prior approval for the professional development from the Personnel Office. The professional development must be job related and the member must provide documentation of successful completion of the professional development. After completing the personal professional development, the bargaining unit member may be excused from a District scheduled professional development day and be allowed to work at their work station. The member must request in writing to be excused through the Personnel Office at least two (2) weeks prior to the professional development day. It is understood that the granting of such a request is at the District's discretion.

- Q. Bargaining unit members shall not be expected to provide clerical and/or other services for employees on sabbatical leave or building level committee/departments chair work that is otherwise compensated.
- R. When an administrator temporarily approves a bargaining unit member to work another job for three (3) consecutive hours or more, or a bargaining unit member is regularly scheduled to assume the responsibility of another job, the employee shall be paid the rate for that job or his/her own rate, whichever is higher for all time worked in the temporary assignment (excluding training periods). It shall be the responsibility of the bargaining unit member to record on his/her time sheet when he/she does temporary work in a higher classification.
- S. Bargaining unit members, who have instructional responsibilities, shall receive day-to-day direction from their instructional leader(s). The administrator will resolve conflicts with assignments.
- T. Food Service Personnel

- 1. Full-time food service personnel shall be scheduled to work as a minimum, the number of days students are in attendance as specified in the school calendar and two (2) workdays before the first day of student attendance. Workdays for full-time food service employees shall not be abbreviated due to planned scheduled half-day instruction. A normal workday for a full-time food service employee will not be adjusted by reassigning the employee to work outside his/her normal work hours for the purpose of avoiding the payment of overtime.

Part-time food service personnel shall be scheduled to work as a minimum, the number of days equal to the days student lunches are to be served and two (2) workdays of their regularly scheduled hours which, at the District's discretion, can be either or both worked before the beginning or after the student attendance days.

The supervisor may schedule additional day(s) as needed after the last day of student lunches for all food service personnel, for the purpose of kitchen/cafeteria cleanup.

If a food service bargaining unit member needs additional time to complete assignments during the school year, he/she shall first meet with his/her supervisor. Additional work time for part-time food service personnel must be authorized by either the building administrator or the food service director. If such requested work time is not authorized, than food service personnel may file a written appeal to the Assistant Superintendent of Finance and Operations. All additional time worked shall be paid at the employee's regular rate of pay, including overtime if applicable.

2. Within the first month on the job, part-time food service personnel new to a position (new hires or current employees transferring into a different assignment) shall receive the equivalent of two (2) days training based on the hours of the new position, at the position's regular rate of pay.
3. Part-time food service personnel shall not be removed from their regular assignment for the purpose of providing breaks except in emergency situations. Break aide work shall only occur outside of regularly scheduled work hours and unit members shall receive their regular rate of pay for time worked.
4. If the work hours of a food service position are reduced below that which would place the position in the bargaining unit or if the position falls outside of the Unit due to subcontracting, the work load of remaining food service bargaining unit members shall not be increased unless his/her hours are increased.
5. Employees covered by this Agreement working five and one-half (5.5) or more hours per day shall receive seventy dollars (\$70.00) yearly to purchase appropriate white shoes. Uniforms will be provided for full-time employees. Cloth aprons shall be provided for Food Service Leaders, Head Cashiers, and Food Service/Cashier Assistants. Plastic aprons shall be provided for all Lunch Assistants. An adequate supply of linens will be provided on a weekly basis to effectively complete cleaning assignments.
6. All work menus will be reviewed by the Central Kitchen manager at least three (3) working days prior to publication.
7. A food service employee will be present whenever persons other than bargaining unit food service personnel are using the Central Kitchen.
8. Supervision of students during inclement weather will conform with the Board Administrative Guideline 5360 – Recess Guideline for Harsh Weather.

U. Paraprofessionals/Time-out Monitors

1. Paraprofessionals will be scheduled to work the first teacher workday, and as a minimum, the number of days students are in attendance as specified in the school calendar. Workdays for paraprofessionals shall not be abbreviated due to

planned scheduled half-day instruction. If the supervisor feels additional workdays are needed he/she may complete an additional work hour request form to be submitted to the Personnel Office for consideration.

Time-out monitors shall work as a minimum the number of days students are in attendance as specified in the school calendar. Time-out monitors may attend the first teacher workday and shall notify the building principal of his/her intent. If a time-out monitor chooses to attend the first teacher work day, then he/she shall not work two (2) of the marking period half-days. Workdays for time-out monitor shall not be abbreviated due to planned scheduled half-day instruction. If the supervisor feels additional workdays are needed he/she may complete an additional work hour request form to be submitted to the Personnel Office for consideration.

2. In recognition of additional responsibilities, special education paraprofessionals who are assigned by an administrator to work one-on-one with a student shall be paid an hourly premium in the amount of fifty cents (\$.50) per hour. If the assignment is shared with another paraprofessional, each will be entitled to the hourly premium for the hours he/she works as an individual paraprofessional.

If the assigned student should be absent on any given day, the assigned paraprofessional(s) will be reassigned within his/her classification in conjunction with the instructional leader and the building principal. If the assigned student's absence should extend for more than three (3) days, then the assigned paraprofessional will not be eligible for premium pay until the one-on-one assignment resumes.

3. At the request of the instructional leader, and subject to the approval of the Building Administrator, special education paraprofessionals, who work one-on-one with a student, will be included in IEP meetings and staffings during the school day.
4. If an instructional leader requests that a paraprofessional/time-out monitor be present at a parent-teacher conference, IEPC, and/or staffing outside of the normally scheduled day, he/she shall be paid at his/her regular rate of pay, subject to the approval of the building administrator.
5. If a paraprofessional/time-out monitor is required to attend meetings before or after regular working hours, he/she shall be paid at his/her regular rate of pay.
6. Paraprofessionals/time-out monitors may request to attend parent-teacher conferences, IEP meetings, or staffings with pay, subject to the approval of their administrator.
7. To facilitate better communication regarding their students, special education paraprofessionals will be given one (1) additional hour per week outside their regular workday to consult with their instructional leader. The instructional leader and the paraprofessional will mutually agree as to when the additional time will be scheduled.

8. Qualifications – Title I Paraprofessionals:
- a. Paraprofessionals hired to work in programs covered by the Elementary and Secondary Education Act (ESEA) of 2001, shall meet the requirements of the ACT [20 USC 6319(c)]. Title I paraprofessionals shall be defined as those paraprofessionals who provide instructional assistance in Title I programs.
  - b. Paraprofessionals transferred shall meet the requirements of the ESEA:
    - (1) Paraprofessionals may meet the requirements of the ESEA by taking the approved Department of Education academic assessment, or by completing two (2) years of study at an institution of higher education, or by obtaining an associate's (or higher) degree.
    - (2) The District shall work with paraprofessionals electing to meet the requirements of the ESEA through a local or State academic assessment by providing them with professional development opportunities as part of the District's professional development program.
    - (3) The District shall pay on a one-time basis the Work Keys Assessment or an equivalent assessment fee for any paraprofessional taking the test. Payment will come from the paraprofessional's professional development funds. If funds are not available, then payment shall be made upon request to the Personnel Office. Employees shall successfully pass the assessment prior to being transferred to the Title 1 position.
9. Paraprofessionals, who are required to lift and/or physically move students more than 50 pounds, will work with the building administrator to obtain the necessary assistance to address safety concerns resulting from the lifting/moving of the student. If a solution cannot be found, then it shall be referred to the Personnel Director and the WESPA President for resolution.
- V. Elementary Library Media Specialists (ELMS) will receive 3.5 hours of regular rate pay per trimester when they are responsible for enrichment activities, to be paid in the first pay in June.
- W. Whenever students are not in session on Martin Luther King Day, all bargaining unit members shall work at their normal work station as a regularly scheduled work day unless the member files a written request to be excused by Personnel no later than the fifth work day in January.
- X. If a bargaining unit member fails to report to work without notification to the District for three (3) or more consecutive work days, he/she will be considered to have abandoned his/her position. Exceptions to this may be granted by Personnel if the member can show good cause for failure to notify the District.

Bargaining unit members shall provide ten (10) working days notice prior to retiring or resigning.

- Y. Employees required to participate in training to gain necessary certification at the District's expense shall be expected to complete the testing requirements for the certification. The District shall pay for the cost of the testing. It is understood there will be no punitive or disciplinary measures taken if the employee does not pass the test, but the employee shall have the opportunity to retest at District expense.

This provision does not apply to mandatory drug testing requirements related to the employee's position. The District shall pay for the testing, but if the employee tests positive, then appropriate disciplinary measures will be implemented. The employee shall have the opportunity to voluntarily commit to a rehabilitation program at his/her expense. If the employee successfully completes the rehabilitation program, then he/she shall be placed on a year's probation with random drug testing requirements.

## **ARTICLE 5: GRIEVANCE PROCEDURE**

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

Within five (5) days of the alleged violation of this Agreement or of the grievant's knowledge of its occurrence, whichever is first, the aggrieved party shall submit a written grievance to the immediate supervisor. Within five (5) days of receipt of

the written grievance, the supervisor shall schedule a Level One hearing. In the event a Level One hearing is not scheduled within the five (5) day limitation, Level One shall be waived and the grievance referred to Level Two. Within five (5) days of the hearing on the grievance, the supervisor shall render a decision in writing, transmitting a copy to the Association, the aggrieved party, and to the Personnel Office.

2. Level Two - Superintendent's Level

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

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

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

3. Level Three - Binding Arbitration of Grievance

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

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

c. The Arbitrator shall have the power and authority to resolve such grievance only to the extent as set forth herein.

(1) It is expressly agreed that the power and authority of the Arbitrator shall be limited to determining if an alleged violation, misinterpretation and/or misapplication of a specific provision of this Agreement has occurred and to awarding relief consistent with and within specific provisions of this Agreement. The Arbitrator shall have no power to add to, subtract from, or modify any terms or conditions of this Agreement.

(2) No decision of the Arbitrator in any one case shall require retroactive adjustment in any other case.

(3) The Arbitrator shall have no power to: establish salary schedules; set or alter hourly rates, determine clerical classification; or set

aside the decision of the District in regard to promotion, demotion, provided just cause is shown, termination, provided just cause is shown, evaluation or lay-off. This shall not limit the Arbitrator from ruling on a procedural violation of the negotiated Agreement.

- (4) The Arbitrator shall not have authority to rule in any case or disagreement currently under review by a court of jurisdiction. Should a case or disagreement be submitted by the Association or any one or more of its members to any commission as well as to arbitration whichever decision is made first shall be binding. The Association and its members agree to withdraw the other filing.
  - d. The decision of the Arbitrator shall be final and binding upon both parties so long as the ruling of the Arbitrator does not exceed the limitations expressly agreed to herein.
  - e. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for expense of witnesses called by the other.
- H. Failure to institute a grievance or appeal a decision within the time specified shall be deemed acceptance of the decision at that level. Should the aggrieved party withdraw a grievance at any level all further proceedings shall be barred. Should the grieved party leave the employ of the district all further proceedings on said grievance shall be barred unless the claim involves a financial remedy directly benefiting the grievant regardless of his/her employment status or possible reinstatement due to a violation of a procedural right established by an expressed provision of this contract.
- I. One (1) member of the Unit, presumably the grieved party, will be allowed to participate in a grievance at the arbitration level with no loss of pay provided the arbitration hearing does not exceed one day.
- J. No grievance shall be filed for or by any member of the Unit after the effective date of his/her resignation.
- K. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this Agreement.
- L. Miscellaneous
- 1. A grievance may be withdrawn at any level without prejudice or record.
  - 2. No reprisals of any kind shall be taken by or against any party of interest or any participant in grievance procedure by reason of such participation.
  - 3. Access shall be made available to records and all pertinent information (other than confidential personnel files) used in the determination and processing of the grievance.



4. Nothing contained herein shall be construed to prevent any individual member from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, providing that the Association has been given opportunity to be present at such adjustment.

## **ARTICLE 6: PROMOTION, TRANSFER, DEMOTION AND DISMISSAL**

- A. The District reserves the right to transfer bargaining unit employees within their major work group (secretarial/clerical, paraprofessional, technical, and food service) so long as there is no loss of annual salary resulting from a reduction in wages and/or work year for the duration of the assignment.
- B. Members of the Unit normally assigned to specific locations may expect to enjoy continuity in such assignments. Involuntary transfers shall not take place without prior discussion with the affected employee in which any objections to the assignment by the employee shall be considered before the final decision is made. The final decision shall remain with the District.
- C. The District recognizes the desirability of the promotion of members to positions in the District.
  1. A position is considered vacant when it is newly created, a bargaining unit member quits or retires, a bargaining unit member is discharged, or when a bargaining unit member transfers or is promoted.
  2. Notice of new or vacant bargaining unit positions of fifteen (15) or more hours shall be announced by the District either through an internally distributed publication or by posting the notice in all District buildings for a period of five (5) working days prior to filling the position. If the internal candidates are equally acceptable according to the posting expectations, to the interview team, and to the supervisor, the candidate with the most seniority will be chosen.
  3. When a member of another bargaining unit is assigned job duties in the WESPA bargaining unit for medical reasons and then returns to his/her regular position, the District will evaluate the work that was being done by that employee and, if needed, create a WESPA Unit position as outlined in paragraph two (2) and according to the Recognition Clause.
  4. When a vacancy exists of fifteen (15) or more hours and the District decides to fill the position, procedures will begin within thirty (30) working days to fill the position. Candidates applying for a position agree to abide by the terms and conditions of the posting and job description. Bargaining unit members will be given an interview for a position before the position is opened to an external candidate, provided the bargaining unit member meets the minimum qualifications of the job posting or is able to demonstrate comparable work experience as it relates to the posting. If both an internal and external candidate are equally qualified according to the posting expectations, the internal candidate will be offered the position. If another candidate is chosen, the bargaining unit member(s) who interviewed for the

position upon his/her request will be given advice including any skills needed to improve their opportunity for advancement.

5. Bargaining unit members possessing the advertised qualifications who wish to be considered for a position excluded from the bargaining unit shall be granted an interview with the appropriate supervisor.
6. When filling a position within the bargaining unit which is regularly scheduled for more than two (2) hours per day, the District shall request that a WESPA member from the building be a part of the interview team. If a member from the building is not available, then the supervisor may contact the WESPA President and request another WESPA member be present. If there is only one (1) internal applicant, then an interview team need not be convened. The WESPA member shall maintain confidentiality during and after the interview process.

D. Those members of the Unit normally employed less than fifty-two (52) weeks and laid-off bargaining unit members shall notify the Personnel Office in writing on or before June 15 of each school year of their desire to be considered a candidate for a position that may open during the summer months for which they are qualified. Should a vacancy occur during their off time, the District shall notify the individual member and it shall be the responsibility of the member of the Unit to be available for an interview on a reasonable date established by the District. In the event the individual member is not available for the interview, the lack of the opportunity to interview is not grievable.

E. No employee shall be discharged, disciplined or demoted without just cause.

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

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

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

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

G. Progressive Discipline

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

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

1. Suspension With Pay

Employees suspended under this provision shall be suspended from their assignment with pay for, but not limited to, the following reasons:

- a. Investigation of charges against an employee.
- b. Pending and during trial on criminal charges against an employee.
- c. Pending and during internal dismissal proceedings against an employee.

## 2. Suspension Without Pay

Employees may be suspended from their assignment without pay or terminated for, but not limited to, the following reasons:

- a. Criminal conviction concerning theft, dishonesty, moral turpitude or use of drugs, which cause detriment to the school district and student (where applicable) and affects the employee's job performance.
- b. Insubordination.
- c. Misuse or under the influence of alcohol or any controlled substances on campus.
- d. As a progressive disciplinary action due to a series of like offenses for which less severe penalties have been rendered.
- e. As a result of an internal investigation.

## **ARTICLE 7: EVALUATION**

- A. The evaluation of a bargaining unit member will be conducted by an administrator. The administrator may seek written input from the instructional leader(s) when evaluating bargaining unit members having instructional responsibilities.
- B. For twenty (20) or more hour bargaining unit members, evaluations shall consist of formal and informal observation of bargaining unit member work. Each bargaining unit member will be evaluated at least once every three (3) years. If the evaluation shows unacceptable work, follow-up evaluations will be conducted in accordance with the administrator's improvement plan. Observations shall be for periods of time that accurately sample the bargaining unit member's work. All formal observations of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member. The bargaining unit member will be notified at least forty-eight (48) hours preceding the formal part of the evaluation unless otherwise mutually agreed to by the parties. Effective July 1, 2003, if a bargaining unit member is not evaluated as provided in this Section, then his/her performance shall be deemed to be at least satisfactory.
- C. For twenty (20) or more hour bargaining unit members, all evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation conference with the administrator. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If an administrator believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement.
- D. Following each formal evaluation of twenty (20) or more hour bargaining unit members, which shall include a conference with the evaluator, the bargaining unit member shall sign

and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

- E. Bargaining unit members working less than twenty (20) hours per week shall be evaluated at least once every three (3) years. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation conference with his/her administrator. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. All written evaluations are to be placed in the bargaining unit member's personnel file.

If an administrator believes a part-time bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement.

- F. In the event a bargaining unit member is not continued in employment, the employer will advise the bargaining unit member of the specific reasons therefore in writing.
- G. Bargaining unit member evaluation forms will be developed in consultation with the Association prior to implementation.

## **ARTICLE 8: SENIORITY, LAY-OFF AND RECALL**

### A. Seniority

- 1. Seniority shall be defined as length of continuous services in the employ of the District as a member of this Unit from the first day of employment while actively performing the duties assigned. Should two or more members of the Unit have the same first day of employment for purposes of seniority the date of notification by the District of appointment to the position shall prevail. If the letters of appointment have the same date, then a drawing shall be held to determine placement on the seniority list, with the first name drawn to receive the higher seniority placement. Such drawing will take place within thirty (30) days of hire. Personnel shall conduct the drawing in the presence of the Association President or designee.
  - a. Employees who leave the bargaining unit to take a position of supervision with the Waverly Community Schools, may return to the bargaining unit with the same seniority held prior to leaving the bargaining unit.
  - b. It is expressly understood that probationary employees in the Unit shall not have seniority until the completion of their probationary period, and upon the completion of their probationary period their seniority shall be retroactive to their first day of employment as per A.4.a. of this Article.

2. Seniority shall be lost and the employment relationship terminated under the following conditions:
  - a. The employee voluntarily discontinues employment.
  - b. The employee is dismissed under provisions of Article VII of this Agreement.
  - c. An employee lay-off extends beyond three (3) years from the date of effective lay-off.
  - d. Failure of the employee to return to work within ten (10) days of being provided a notice of recall to any position covered by this Agreement
3. During September of each year, the District will prepare a seniority list for secretaries/clerks, paraprofessionals, technicians, and food service employees. Said list will be on file in the Personnel Office and shall be accessible to the Association's officers. No more than once a year the Association will be entitled to request a duplicate copy.
4. Probationary Period
  - a. A bargaining unit member filling a vacancy shall have a thirty (30) work day probationary period and a new employee hired into the Unit shall be considered probationary for the first sixty (60) days worked. If it is discovered that a new employee has previously engaged in unprofessional conduct or engages in unprofessional conduct during the probationary period, the District shall have the right to release the employee. The probationary period may be extended by the parties and the member advised of areas which need improvement.
  - b. The bargaining unit member's prior position shall not be filled during this probationary period, during which time the bargaining unit member and the District may determine whether the situation is satisfactory to both parties.
  - c. During this probationary period, the employee and the immediate supervisor shall meet at least once to discuss any questions, concerns, or other aspects of work in the new position that either may care to discuss. This discussion shall be without any prejudice to the rights of either the employee or the District to determine at the end of the probationary period that the promotion is not satisfactory.
  - d. If the employee, in his/her own discretion determines that the position is not satisfactory for any reason and elects not to remain in the new position, he/she may return to his/her former position. If the District, in its own discretion determines that the bargaining unit member is not satisfactory in the position for any reason and elects not to have that individual remain in the new position, the District may return the employee to his/her former position. The party who is not satisfied will provide, upon request, the reason(s) in writing for the same to the other party.

- e. The election of the employee to return to his/her former position within thirty (30) working days shall not result in any loss of pay for the time worked at a higher rate during the probationary period, or other penalty to the bargaining unit member, and the bargaining unit member will receive the rate for that position after the return. The election of the District to return the employee to his/her former position within working days shall not result in any penalty to the District.
- f. New employees shall be covered by insurance and sick leave benefits from the date of active employment, but shall be excluded from all other provisions of the Agreement until placed on permanent status.

B. Lay-Off and Recall - Secretaries/Technicians

- 1. In the event the District determines that a lay-off of personnel is necessary, an employee affected by lay-off may exercise seniority employment rights over the person with least District seniority, by notifying the Personnel Office in writing no later than five (5) work days after receiving District notice of layoff, and subject to the following provisions:
  - a. The affected employee shall be placed in a position for which he/she is qualified within the same classification. The position selected shall be one which is held by the least senior District employee possessing equivalent hours.
  - b. If there is not a position available in the same classification for which the employee is qualified, then the employee shall be placed in the least senior position with the equivalent hours in the next lower classification, provided he/she is qualified and has the seniority to displace the employee holding the position. If there is no one the employee can displace in that classification, the affected employee will be placed in a position with equivalent hours in the next lower classification, provided he/she is qualified and has the seniority to displace the employee holding the position.
  - c. An employee may choose to accept a position with less than equivalent hours to avoid moving to a lower classification or being laid off.
  - d. "Qualified" shall be defined as including successful performance on a District assessment, record of past performance including attendance, job-related experience, training, educational requirements, relevant job qualifications established by the posting, and any state or federal regulations.
  - e. "Equivalent hours" shall be defined as no more than one and one-half (1.5) hours range per day and/or the same number of hours worked per year.
- 2. The District shall provide employees with a lay-off notice twenty-one (21) calendar days prior to the effective day of layoff when the layoff notice occurs after the start of the school year and before October 1, and fourteen (14) calendar days prior to

the effective date of the lay-off thereafter, except that five (5) days notice shall be required for a temporary lay-off or shift in schedule due to work stoppages by other employee unions.

3. Recall of employees shall be in reverse order of layoff to positions within the classification from which they were laid-off, provided they are qualified.
4. It is recognized that secretarial/clerical and technical personnel may not bump or be bumped by paraprofessionals/time-out monitors or food service personnel.

C. Layoff and Recall - Reading Support, Special Education, English As a Second Language Paraprofessionals, Time-out Monitors, and General Education Para-professionals

1. In the event the District determines that a layoff of personnel is necessary, an employee affected by layoff may exercise seniority employment rights over the person with least District seniority, by notifying the Personnel Office in writing no later than five (5) work days after receiving District notice of layoff, and subject to the following provisions:
  - a. The affected employee shall be placed in a position for which he/she is qualified within the same classification. The position selected shall be one which is held by the least senior District employee possessing equivalent hours.
  - b. If there is not a position available in the same classification for which the employee is qualified, then the employee shall be placed in the least senior position with equivalent hours in the next lower classification, provided he/she is qualified and has the seniority to displace the employee holding the position. If there is no one the employee can displace in that classification, the affected employee will be placed in a position with equivalent hours in the next lower classification, provided he/she is qualified and has the seniority to displace the employee holding the position.
  - c. The District may deviate from the consideration of seniority in the layoff and/or recall process for paraprofessionals when a less senior person is the only one qualified for the position involved.
  - d. An employee may choose to accept a position with less than equivalent hours to avoid layoff.
  - e. "Qualified" shall be defined as including successful performance on a District assessment, record of past performance including attendance, job-related experience, training, educational requirements, relevant job qualifications established by the posting, and any state or federal regulations.
  - f. "Equivalent hours" shall be defined as no more than one and one-half (1.5) hours range per day and/or the same number of hours worked per year.



2. The District shall provide employees with a lay-off notice twenty-one (21) calendar days prior to the effective day of layoff when the layoff notice occurs after the start of the school year and before October 1, and fourteen (14) calendar days prior to the effective date of the lay-off thereafter, except that five (5) days notice shall be required for a temporary lay-off or shift in schedule due to work stoppages by other employee unions.
3. Recall of employees shall be in reverse order of layoff to positions within the classification from which they were laid-off provided they are qualified.
4. It is to be recognized that paraprofessionals/time-out monitors may not bump or be bumped by secretarial/clerical, technical, or food service personnel.

D. Lay-Off and Recall – Food Service Employees

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

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

2. The District may deviate from the consideration of seniority in the layoff and/or recall process when a less senior person is the only one qualified for the position involved.
3. The District shall provide food service employees with a layoff notice twenty-one (21) calendar days prior to the effective day of layoff when the layoff notice occurs after the start of the school year and before October 1, and fourteen (14) days prior to the effective date of the layoff thereafter, except that two (2) days notice shall be required for a temporary layoff or shift in schedule due to work stoppages by other employee unions.
4. Recall of employees shall be in reverse order of layoff to positions within the food service classification.
5. It is recognized that food service personnel may not bump or be bumped by secretarial/clerical, paraprofessional, or technical personnel.

- E. When there is more than one position eliminated in the same classification, the least senior employee shall be the first to receive notice of layoff and all other notices of layoff will be given in reverse seniority order with the most senior employee being the last to receive notice of layoff.

- F. Laid off or reduced employees will be given the first opportunity to substitute in unit positions within their skill area if they have given prior notice to the Personnel Office of their desire to substitute.
- G. If a vacancy occurs and there is a laid off, qualified, bargaining unit member within the major classifications of secretarial, paraprofessional, or food service, with greater seniority than all other bargaining unit member internal applicants, then he/she shall first be recalled to the vacancy.
- H. Laid-off bargaining unit members may apply for vacancies outside of their major classification. Qualified laid-off bargaining unit members shall be recalled prior to filling vacancies with external applicants.
- I. Laid-off bargaining unit members shall notify the Personnel Office of any change of address.

## **ARTICLE 9: SCHOOL CLOSING**

- A. Whenever students are not in attendance due to inclement weather for state-waived hours, less than fifty-two (52) week, full-time members of the Unit will be expected to report to their respective buildings at the regular time or as soon thereafter as weather and travel conditions will permit. Members who are unable to report to work shall notify their respective administrator at the earliest possible time and use a leave day. The employee shall specify on their time card as to what form of leave was used. After the state-waived hours, less than fifty-two (52) week employees will not report but will report for the designated make-up hours.  
  
Fifty-two (52) week employees will report to work, but if they are unable to report, they will notify their supervisor and use a leave day. The employee shall specify on their time card as to what form of leave was used.
- B. If in the judgment of the District weather conditions are sufficiently severe so as to prohibit a reasonable attempt to arrive at work, all employees covered by the Unit will receive regular pay for the hours/day. When such a judgment is made, the closing announcement shall include a statement that members of this Unit are not required to report to work.
- C. In the event students are sent home early due to building emergency conditions including unsafe and/or unsanitary conditions, and other employees in that building are sent home or to another building, bargaining unit members shall be released upon completion of their responsibilities and the approval of their supervisor. Under these conditions there will be no reduction in pay. If the school is closed during the school day due to inclement weather, bargaining unit members will be excused by the Administrator as soon as they have completed their responsibilities, including supervision of students. Under these conditions, there will be no reduction in pay.
- D. A bargaining unit member who previously arranged to use a paid leave day when school is closed for the reasons stated above shall suffer neither loss of leave time nor loss of salary.

## ARTICLE 10: PAID LEAVES OF ABSENCE

### A. Sick Leave

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

### 2. Uses of Accumulated Sick Leave

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

- a. The illness, injury, or disability of the employee.
- b. Ten (10) days per year for illness of a family member or dependent living in the household.
- c. Seven (7) days per death of family member or dependent living in the household. Family members shall include grandparents, grandchildren, parents including step-parents, spouse, children including step-children, in-laws and siblings. Additional days may be requested from the unit member's immediate supervisor. The first two (2) days of sick leave used under this provision shall not affect the member's sick leave incentive plan payment.
- d. One (1) day for attendance at funerals of persons outside the extended family. If additional time is needed, it may be requested from the Unit member's immediate supervisor.
- e. Any employee absent due to disability, compensable under the Michigan Workers Compensation Law, shall receive a paid benefit equal to the difference between daily salary as of the date of disability and the Workers Compensation payment. Payments shall be limited to the monthly value of the employee's accumulated sick leave. Accumulated sick leave will be reduced in accordance with payment.
- f. A sick leave incentive plan of \$500.00 will be established annually for each full-time bargaining unit member, to be used as an incentive for not using sick days. \$50.00 will be subtracted from the incentive plan for each sick day used by the bargaining unit member up to ten (10) days.

Class A and Classes I-III bargaining unit members working less than thirty (30) hours a week, but at least twenty hours a week, shall have a \$375.00

sick leave incentive plan, with \$37.50 subtracted from the incentive plan for each sick day used by the bargaining unit member up to ten (10) days.

The amount remaining in the incentive plan shall be paid to the bargaining unit member by July 15.

Full-time, fifty-two week, bargaining unit members shall be able to use two (2) sick leave days before the subtraction of sick leave days begins to occur from their sick leave incentive plan.

- g. Part-time food service personnel working twenty or more hours a week shall have a sick leave incentive plan of \$200.00 and shall have \$20.00 deducted for each day off work missed up to ten (10) days. The amount remaining in the incentive plan shall be paid to the bargaining unit member by July 15.
  - h. Bargaining unit members working less than twenty hours a week shall receive a sick leave incentive plan at the end of the year, to be paid by July 15, if they miss five or less days of scheduled work based on working the full school year as follows:
    - \$100.00 for one (1) hour employees
    - \$200.00 for two (2) hour employees
    - \$300.00 for three (3) hour employees
    - \$325.00 for three and one-half (3.5) hour employees.
  - i. Any bargaining unit member hired after the school year begins shall receive a pro-rated sick leave incentive plan based on the number of months worked.
  - j. The sick leave incentive plan is not to be construed as bonus pay under the Family Medical Leave Act.
3. Paid leave is uninterrupted employment with all benefits continuing in full force. An employee having exhausted earned and accumulated paid sick leave (who is absent due to personal illness, injury or disability, immediate family illness or immediate family death) shall lose pay for each day and shall be placed on an unpaid extended illness leave, as provided for by Article XI, Section B. Sick leave days without pay shall not count toward the seventy-seven (77%) percent requirement for vacation pay.
4. An employee with five (5) years of service shall be entitled to fifty (50%) percent value of unused sick leave to a maximum of three thousand (\$3,000) dollars upon resignation from employment.
5. Donation of Leave Days – In the event a bargaining unit member exhausts his/her accumulated leave, he/she or another Association member may request the

donation of sick days from all other employees in the District for an occurrence of a long term illness, injury, or disability in excess of yearly allocated or accrued leave.

Days will be donated and used according to the following procedures:

- a. Bargaining unit members may donate a leave day after receiving approval from the Personnel Office.
  - b. Donations must be submitted in writing to the Personnel Office.
  - c. Days donated will be used in the order of receipt by the Personnel Office.
  - d. The Personnel Office shall notify the donating employee in the event his/her donated day is used.
  - e. Donated days will be used until such time as the employee reaches disability eligibility.
  - f. Donated days will not be deducted from the sick leave incentive plan accumulation.
6. Employee attendance is important to the effective operation of the district. If there is a documented pattern of suspected sick leave abuse, the district shall implement progressive discipline as outlined in Article 6, Section G, beginning with a verbal warning.

B. Personal Leave

Three (3) days of leave of absence with pay for fifty-two (52) week employees, two (2) days for less than fifty-two (52) week full-time employees, and one (1) day for all other part-time employees who are scheduled to work at least two (2) hours or more a day, not chargeable against the employee's contract salary or sick leave allowance, shall be granted for personal business. Before employees can use unpaid leave, employees shall be required to use their personal leave days. A day is defined as the equivalent of an employee's regularly scheduled hours for one (1) day. Approval to be obtained through the administration and arrangements made a week in advance or sufficient time to obtain a substitute in case of emergency. Personal business days shall not be used to extend a holiday, vacation period or to extend a period when school is not in session.

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

C. Jury Duty

An employee who serves on jury duty will be paid the difference between his/her pay for that duty and his/her regular pay provided proof of service and pay is submitted. Jury service will not be charged to sick leave or vacation time. Employee's who are credited with a half-day of jury service shall be expected to fulfill a half-day of work based on their scheduled work day and time already served in jury service.

D. Medical Disability Leave Connected with Childbirth

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

**ARTICLE 11: UNPAID LEAVES OF ABSENCE**

A. Child Care Leave

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

1. A member of the Unit who is pregnant may be entitled to an unpaid leave of absence for the primary purpose of child care. Such leaves shall not extend longer than one (1) calendar year. Leaves of four (4) months or less shall entitle the employee to return to the same or equivalent position.

A member of the Unit may be entitled to an unpaid leave of absence for the primary purpose of caring for a child under five (5) years of age. Such leaves shall not extend longer than one (1) calendar year. Leaves of four (4) months or less shall entitle the employee to return to the same or equivalent position. The age limit as provided herein does not apply in the case of adoption.

2. Said employee shall notify the District in writing of his/her desire to take such leave and his/her intent to return and shall give such notice no less than forty-five (45) days prior to the date on which his/her leave is to begin. The written notice shall indicate the expected date of the start of the leave and shall state the anticipated date of return. The forty-five (45) day limit for prior notification may be waived by the District.
3. Seniority shall accumulate during such leave.

4. All fringe benefits shall be frozen at the existing levels except hospitalization, vision and dental insurance. The employee has the option of continuing coverage of the insurance benefits at their own expense.
5. A Unit member returning from Child Care Leave of more than four (4) months as defined in Article 11, Section A.1. shall be entitled to return in accordance with provisions of Article 11, Section B.3.

B. Extended Illness Leave

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

C. Short Term Leave

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

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

D. Family Medical Leave Act (FMLA)

The District recognizes its responsibilities under the FMLA to provide leave and insurance benefits to bargaining unit members as provided under the Act. In the event a bargaining unit member is provided leave for a qualifying event under FMLA which is greater than three (3) consecutive work days, a FMLA verification form will be expected. The District will provide the member with the requisite FMLA verification form if the member is at work prior to the onset of the leave. If the leave is unanticipated and the member is not at work to receive the form, then the form shall be mailed to the member for his/her doctor's completion. Routine illness such as colds and influenza shall not be considered qualifying events for the purpose of FMLA leave verification, but the days absent shall count toward FMLA leave used.

E. Educational Leave

A bargaining unit member may be granted up to a one (1) year leave of absence for educational purposes. During this leave the member must enroll and attend classes on a more than a half-time basis. The member shall file a plan of study with Personnel. Seniority shall accrue during the leave. During the member's leave, his/her position shall be filled with the understanding that it is a temporary position. The member shall return to his/her position upon the completion of the leave or to an equivalent position based on his/her seniority if his/her position is eliminated. The member may purchase benefits at the District rate. It is understood that this leave is in the sole discretion of the District.

**ARTICLE 12: POSITION CLASSIFICATION**

A. A Classification Review Committee (CRC) will be established to review and reassess the classification of bargaining unit positions. The committee will be composed of two (2) bargaining unit members to be selected by the Association; two (2) administrators; and may include an outside professional source to be determined by the District. The committee will meet to review the reclassification instrument and to recommend changes to the Board and the Association. The Classification Review Committee shall establish classification for all new positions and may redetermine classification for vacant positions (bargaining unit members who hold the same job title shall not suffer a loss of wages due to the re-classification of a position).

B. Job Classifications

Class A:

Bookkeeper – Business Office (Accounts Payable and Accounts Receivable)  
Payroll Specialist  
Elementary Library Media Specialist (ELMS)  
Head Secretary – High School  
Head Secretary – Middle School  
Head Secretary – East Intermediate  
Head Secretary – Elementary  
Student Services Secretary - District  
Secretary to the Director of Curriculum  
Secretary to the Director of Student Services and Operations  
Secretary – Director of Communications  
Library and Computer Center Assistant – Middle School  
ESL Paraprofessional  
\*Time-out Monitor – High School  
\*Time-out Monitor – Middle School  
Assistant Technician – District-wide  
Library and Technology Services Secretary  
Data Processor/Library Cataloger  
Telecommunications/Theater/LITC Tech

\* (\*Classification of these positions will be assessed by the CRC when vacated.)



Class I:

Secretary, Attendance/Discipline – High School  
Assistant Secretary/Bookkeeper – High School  
Library and S/SSC Technician – High School  
Library Clerk—East Intermediate  
Time-out Monitor – East Intermediate  
Secretary to Athletic Director – High School Activities Office  
Student Services Secretary – High School  
Student Services Secretary – Middle School  
Student Services Secretary – East Intermediate  
Secretary – Service Building

Class II:

Assistant Secretary – Middle School  
General Secretary – East Intermediate  
Special Education Paraprofessional  
Reading Paraprofessional  
Accompanist

Class III: No positions at this time.

Food Service Personnel:

- A. Manager
- B. Department Head/Assistant Manager
- C. Food Preparation Assistants – Bakery, Range, Salads (HS)  
Food Service Assistant
- D. Food Preparation Assistants – Bakery, Range, Salads (MS, East)
- E. Head Cashiers and Food Service Leaders
- F. Food Service/Cashier Assistants
- G. Lunch/Playground Assistants, Locker Room Attendants, Hall Monitors

- C. The following positions will be paid at the rate of the next lower classification if the employee in the position does not have an Associate's degree or equivalent as follows: Elementary Library Media Specialist - library technology; Processing Technician & Receptionist - library media. An employee shall be deemed to have the equivalent of an Associate's Degree when the employee has served in the position at the reduced rate for two (2) school years.
- D. All requests for reclassification must be received by the committee on or before March 1 of each year. Employees requesting a review shall be invited to be present at the beginning of the committee meeting to present their rationale for reclassification. The committee will report to the Board and the Association by May 1. All ratified changes shall be effective July 1.

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

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

**ARTICLE 13: COMPENSATION**

A. Wages

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

B. Longevity Pay

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

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

C. Full-time employees who work less than fifty-two (52) weeks have the option of being paid in either twenty-one (21) pay periods or having their pay prorated to twenty-six pay periods. Employees must inform the payroll office in writing as to how they want to be paid by July 1 or upon hire for new employees. The district will continue to pay the employee in the same manner from year to year unless it receives a written notice prior to July 1 that the employee wishes to change to the other option.

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

E. Less than fifty-two (52) week bargaining unit members shall be given preference over other applicants for any extra summer employment in their job category.

F. Wage Schedule Adjustments:

2008 – 2009: Bargaining unit members shall receive step increases and 1.75% wage increase on schedule, retroactive to July 1, 2008.

2009 – 2010: Bargaining unit members shall receive step increases and 1.50% on schedule wage increase.

## ARTICLE 14: BENEFITS

### A. Insurance

#### 1. Medical/Health Insurance.

- a. The Board shall make available Blue Cross Blue Shield PPO Plans 1, 2 and 10; provided there is a minimum of two (2) members participating in a plan. PPO Plan 1 provides for \$10/\$20 prescription coverage with a \$10 co-payment for doctor office visits. PPO Plan 2 provides for \$10/\$40 prescription coverage with a \$10 co-payment for doctor office visits. PPO Plan 10 provides for \$10/\$40 prescription coverage with a \$20 co-payment for doctor office visits. Members may elect to participate in any one of these plans through December 31, 2008.

The health premium paid by the Board for 2008-2009 for each employee shall not exceed \$1143.21 for family coverage, \$1044.02 per month for two person coverage, and \$775 per month for single subscriber coverage. The Board contribution toward the premiums is retroactive to July 1, 2008.

The health insurance product in Section 14.A(1) will be transitioned to MESSA Choices 2. Prior to the transition, the Board will implement the bid solicitation requirements of the Public Employee Health Benefits Act.

Effective January 1, 2009, the Board shall make available MESSA Choices 2 with \$10/\$20 prescription coverage, a \$10 co-payment for doctor office visits, and a \$100/\$200 annual deductible.

Effective July 1, 2009, the Board health premium contribution for 2009-2010 shall not exceed \$1200.37 for family coverage, \$1096.22 per month for two-person coverage, and \$775 per month for single subscriber coverage. If the July 1, 2009 premium results in an increase over the January 1, 2008 premium and causes members to pay additional health premium contributions, then the Association may consider and add other Choices 2 plan options to lower the member's health premium contribution costs.

If the insurance premium increase that becomes effective July 1, 2009 is 10% or greater than the premium in effect on July 1, 2008, the health provisions of the contract will be re-opened for negotiations over the excess cost.

The Board shall comply with the bid solicitation requirements of the Public Employee Health Benefits Acts as is necessary.

The Board shall pay each participant an amount equal to the annual deductible of one hundred dollars (\$100) for single subscriber coverage and two hundred dollars (\$200) for two person/family coverage. The employee may receive this payment by electing to participate in the District's flexible spending account or to receive it as a lump sum payment

by May 1. The employee must notify the Business Office by October 1 of his/her election.

Those employees electing single subscriber coverage shall receive an off salary schedule compensation of seventy-five dollars (\$75) per month, subject to all federal and state income tax withholdings or the employee may elect to deposit the amount into his/her flexible spending account during open enrollment.

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

Any amounts exceeding the employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever the contribution subsidy amount changes for the group. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.

- b. The employer will provide a two hundred ten dollar (\$210) cash option in lieu of health benefits. The cash option shall be to invest in tax-exempt options on a salary reduction assignment basis, including variable options available through Blue Cross/Blue Shield or to receive as cash. The amount of the cash payment received may be applied by the bargaining unit member to a tax-deferred annuity or a 403b Plan (if available) through a salary reduction agreement.
- c. Subject to any requirements of the above-identified insurance plans, employees shall be immediately eligible to participate in the health care insurance programs identified in sections a. and b.

## 2. Dental Insurance

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

- a. Eligibility - Twenty (20) or more hour members of the unit shall be provided single, self and spouse, self and children or full family coverage as needed.
- b. Benefits - MESSA/Delta Dental Plan E (\$1,000 combined maximum per person per dental contract year) including Orthodontic Rider 0-7 or a comparable plan as agreed to by the Association.
- c. The monthly insurance premium will be paid in full by the District.

3. Vision

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

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

4. Life Insurance

The District shall provide without cost, to the twenty (20) or more hour employee, life insurance in the amount of twenty-five thousand dollars (\$25,000). The life insurance carrier shall be selected by the District. Notwithstanding the above, the terms and conditions of the insurance coverage will be based on the terms and conditions of the policy issued by the carrier. Employees newly hired by the Board shall be eligible for Board paid life insurance premiums upon acceptance of written application by the carrier on the first day of the month following the month work commenced.

The District shall provide without cost to less than twenty (20) hour employees, with two (2) or more years of service, life insurance in the amount of fifteen thousand dollars (\$15,000).

5. In the event of voluntary or involuntary employee termination, the District contribution toward employee group insurance shall be discontinued as of the effective date of termination.

6. The provision of the above insurance shall be subject to the rules and regulations of the underwriters.

7. Changes in family status shall be reported by the employee to Personnel Office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in her/his behalf for failure to comply with this paragraph.

B. Holidays

1. Bargaining unit employees shall receive regular day's pay for the holidays listed below provided:

a. On the date of the holiday the employee has completed the probationary period.

b. The employee has worked scheduled hours the entire day on the last day scheduled for his/her classification prior to the holiday and the first day scheduled for his/her classification after the holiday, unless such failure

was excused by the principal/supervisor and Personnel or unless the holiday fell during the employee's scheduled vacation period.

2. The holidays covered by this Article are as follows:

Less than 52 week employees who work less than 20 hrs/wk	Less than 52 week employees who work 20 or more hrs/wk	52 week employees
	Labor Day	Labor Day
Thanksgiving Day	Thanksgiving Day	Thanksgiving Day
	Day after Thanksgiving	Day after Thanksgiving
Christmas Eve		Christmas Eve
Christmas Day	Christmas Day	Christmas Day
New Year's Eve		New Year's Eve
New Year's Day	New Year's Day	New Year's Day
	President's Day	Presidents' Day
Memorial Day	Memorial Day	Memorial Day
		Independence Day

3. The fifty-two (52) week employees will not be expected to work the workday prior to Christmas nor the workday prior to New Year's Day except when the holiday falls on Thursday, in which case the Friday after would be substituted in each case for the day prior. If the holiday falls on Monday, the Tuesday after Monday will be substituted in each case for the day prior if school is in session. When the legal holiday occurs on Saturday, the holiday will be observed on the preceding Friday unless school is in session, then Monday will be substituted; or when the holiday falls on Sunday, the following Monday will be observed.

4. In addition to the holidays listed in Subsection 2, full-time bargaining unit members shall have one paid contract day per year to be used at their discretion. This day shall only be used on non-student attendance days, (except for professional development days) such as Winter, Mid-Winter, Spring and Summer breaks. All such requests shall be granted unless the scheduling of such a day would severely hinder school operations. If the day cannot be scheduled, the employee shall receive a regular days pay for the day not used, to be paid no later than July 1.

C. Vacations

1. Vacation shall be credited at the beginning of the year. The schedule of vacation benefits is as follows:

Fifty-two (52) week secretaries  
 1 year but less than 5 years.....10 days  
 5 years but less than 9 years .....15 days  
 9 years but less than 13 years .....17 days  
 13 years or more .....20 days

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

Less than fifty-two (52) week secretaries  
(hired prior to December 13, 1990)

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

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

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

Fifty-two (52) week secretaries may accrue any unused vacation days earned in a school year and the unused days will be rolled over into the next school year. Accumulation may not exceed more than two (2) years accrued time. If a vacation request for a fifty-two (52) week secretary is not granted, the secretary may appeal the decision to the Personnel Office.

Any yearly accrued vacation at the time of termination shall be paid on a prorated basis. If a bargaining unit member has used more vacation than earned, the member will repay the district for time taken.

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

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

6. A vacation day will not be charged against an employee on vacation leave if for some reason school is not in session on that day or days.
7. Accrued vacation at the time of layoff may be used, paid-out, or banked at the employee's discretion. Vacation time banked shall be lost if the employee is not recalled.

D. Retirement

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

A less than twenty (20) hour employee covered by the Unit who retires, having reached the minimum age of fifty (50), and who has ten (10) years of employment within the District shall receive a retirement payment of fifty dollars (\$50.00) per year of employment with the consolidated Districts and with the Waverly Community Schools. Maximum payment shall be one thousand dollars (\$1,000.00).

Retiring employees shall receive payment through an employer-sponsored 403b plan, which shall be agreed upon by the parties in a separate Letter of Agreement no later than January 31 of each school year.

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

E. Mileage

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

**ARTICLE 15: CONTINUITY OF OPERATIONS**

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



## ARTICLE 16: SCOPE OF THIS AGREEMENT

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

## ARTICLE 17: DUES DEDUCTION, AGENCY SHOP, AND PAYROLL DEDUCTIONS

### A. Association Membership

The Association is required under this Agreement to represent all of the members in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Association. The terms of this Agreement have been equally made for all of the members in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each member in the bargaining unit pay equally for benefits received and that each assume his/her fair share of the cost of representation.

### B. District Responsibility

During the employment interview the District shall inform potential candidates of the Master Agreement and the agency shop provision. The District shall notify the Association of any newly employed bargaining unit member prior to his/her first day of employment. The District shall deduct the authorized amount due from each member's pay and transmit the total deduction to the Association within twenty (20) workdays following such deduction, together with a listing of each member for whom deductions were made, except that the District shall not be required to make deductions authorized by a member during any pay period such employee did not provide services to the District unless such member was on a paid leave of absence or receiving sick leave benefits authorized by this Agreement. The District shall use its best effort to make the aforesaid deductions in the manner set forth and assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies forthwith.

### C. Financial Responsibility

Each bargaining unit member shall, as a condition of employment, on or before thirty (30) calendar days from the commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay a Service Fee to the Association, equivalent to the amount of dues uniformly required of members of the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee.

In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the District shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the written request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below:

1. The procedure in all cases of non-payment of the service fee where the Association has requested involuntary wage deduction shall be as follows:
  - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) workdays for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the District in the event compliance is not effected.
  - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the District to make such deduction pursuant to Paragraph B above.
  - c. The District, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.
2. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the remaining paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) workdays following deduction.

D. Service Fee

Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment), applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

Due to certain requirements established in court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the service fee by non-members shall be activated twenty (20) workdays following the Association's notification to non-members of the service fee for that given school year.

The Association will certify at least annually to the District, the amount of service fees to be deducted by the District, and that said service fee includes only those amounts permitted by this Agreement and by law. This notice shall be provided at least ten (10) workdays prior to the first deduction.

The Association agrees to promptly notify the District of any future litigation where an order has been issued preventing the Association from implementing its "Policy Regarding

Objections to Political-Ideological Expenditures” or any successor policy pertaining to the same subject matter. If such an order is entered, the parties shall promptly meet to examine the impact of the order upon the Service Fee provisions of this Article. In the event of the entry of such an order, the District shall place service fees into an escrow account, until such time as a final order is issued.

E. Dues Authorization

Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. The amount of said dues shall be that amount which the Association designates in writing during the first two weeks of September of each year. Such authorization shall continue in effect from year-to-year until revoked by the member, according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the District shall deduct one-twentieth of such dues, assessments and contributions from the regular salary check of the bargaining unit member during the first twenty (20) pay periods, beginning in September and ending in June of each year.

F. Payroll Deduction

Upon written authorization from the bargaining unit member, the Employer shall make payroll deduction for MEA-sponsored Financial Services programs, MESSA programs not fully District-paid, annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA Fund for Children and Public Education (formally known as “NEA-PAC”) contributions, or any other plans or programs jointly approved by the Association and the Employer.

Nothing in this Article shall be interpreted or applied to require involuntary deduction of employee contributions to political action funds of the Association. Such deductions shall only be made with the affirmative written and voluntary consent of the bargaining unit member, on file with the District, in accordance with applicable statutory provisions.

G. Religious Objections

A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. A bargaining unit member claiming a religious objection shall notify the president of the Association, in writing, of his/her objection and the basis therefore. Upon receipt of the notification, the president of the Association shall convene a meeting between the governing body of the Association, an administrative representative of the District, and the objecting member to determine the sincerity of religious beliefs. If the bargaining unit member has no religious objections to membership in the local association, he/she may pay the sum equal to the service fee to the local association. In the event that the bargaining unit member is determined to have a sincere religious objection to membership in the Association as well as its state and national affiliates, such bargaining unit member shall be required, in lieu of periodic dues, services fees, and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to the Waverly Community Schools Education Foundation,

or the American Red Cross, or any other charitable organization mutually designated by the Association and the District.

H. Save Harmless

The Association agrees to indemnify and save the District, including each individual school board member and administrator, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability that may arise out of or by reason of, action by the District for the purpose of complying with this Agreement.

In the event of any legal action against the District brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through counsel mutually agreeable to the parties. Provided, the District shall give timely notice of such action to the Association and permit Association intervention as a party if it so desires. The District will give full and complete cooperation to the Association and Counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both the trial and appellate levels. The Association shall have complete authority to compromise and settle all claims, which it defends, under this Section. However, no such settlement shall obligate the Board to take or refrain from taking any action or involve the expenditure of funds of the District, without prior formal authorization and approval of the Board. If a court of competent jurisdiction in which the District resides rules the indemnification or save harmless provisions to be unenforceable, the obligation to collect involuntary deductions for service fees, as outlined in Section C, shall cease.

<b>ARTICLE 18: MISCELLANEOUS PROVISIONS</b>
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- A. Copies of this Agreement shall be printed at the expense of the District and presented to all bargaining unit employees now employed or hereafter employed by the District during the term hereof.
- B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- C. Employees shall report all conditions they believe to be recognized as hazardous to their health and safety to their supervisor. The District will investigate the reported hazards and report investigation results within ten (10) working days to the employee who filed the report. Identified hazards will be eliminated within a reasonable time period to maintain members' health and safety.
- D. Any member of the Unit shall submit to a physical or psychiatric examination at the request of the District as a condition of continued employment due to circumstances related to job performance. The District reserves the right of selection of the doctor or agency conducting the examination and agrees to underwrite all costs for such examination. An employee may seek a second opinion at his/her own expense for the District's consideration.

- E. A bargaining unit member designated by the school administrator, who in good faith administers medication to a pupil in the presence of another adult pursuant to written permission of the pupil's parent(s) or guardian and in compliance with the instructions of a physician shall not be liable in a criminal action or for civil damages as a result of the administration, except for an act of omission amounting to gross negligence or willful or wanton misconduct. All medication shall be clearly marked and kept in its original pharmacy container. A locked space shall be provided for the storage of all medication. It is understood that in an emergency that threatens the life or health of a pupil another adult need not be present to administer the prescribed medication. The Board shall provide appropriate training for members designated to dispense medication. Beginning with the 2005-2006 school year, all bargaining unit members will be trained every other year on the dispensing of medication. Newly employed bargaining unit members will be trained within thirty (30) days of their start date and will not dispense or assist in the dispensing of medication until trained. Training in the dispensing of medication shall be considered as professional development. If training occurs outside of normal work hours, then the bargaining unit members will be paid their regular hourly rate. Refer to Appendix B, Waverly Community Schools Policy 5330 and Administrative Guideline 5330 for additional guidance.
- F. When a student threatens the safety or security of staff, the incident shall be reduced to writing by the bargaining unit member on a student misconduct form/log and submitted to the building administrator. The bargaining unit member shall also inform the student's teacher of the incident. The building administrator shall inform the bargaining unit member when the incident has been addressed.
- G. When a WESPA member has a serious unresolved dispute/conflict with another staff member, the problem shall be reduced to writing and presented to the building administrator. The building administrator shall attempt to resolve the problem. If resolution can not be reached at the building level, then the involved parties shall be referred to the District's dispute resolution program. If resolution can not be reached with the assistance of the program, then the bargaining unit member(s) may appeal the matter to the Superintendent or his/her designee for resolution. The Superintendent's resolution shall be binding upon the parties.

**ARTICLE 19: DURATION OF THE AGREEMENT**

- A. This Agreement shall be effective on the date of final ratification by both parties and shall continue in effect for two (2) years until June 30, 2010. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. It is further expressly understood and agreed by both parties that this Agreement may only be reopened under the following two (2) conditions:
  - 1. At least sixty (60) days prior to June 30, 2010, the parties will meet to negotiate new terms and conditions of employment.
  - 2. This Agreement may be reopened for negotiations only by the mutual and written agreement of the parties.
  
- B. Neither party shall have control over the selection of the bargaining representatives of the other party. It is recognized that no final agreement between the two parties may be executed without ratification by the Association and by the Board; but the parties mutually pledge that bargaining representatives shall be clothed with all necessary power to negotiate an Agreement.

This Agreement shall be binding upon the parties hereto, their successors and assigns.

**Waverly Schools Board of Education**

**Waverly Education Support Personnel Association**

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice Secretary-Treasurer

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**2008-2009 Secretarial/Paraprofessional/Technical Schedule**

	<u>First 3 Months</u>	<u>4 - 12 Months</u>	<u>Beginning of Second Year</u>	<u>Beginning of Third Year</u>
<b>A</b>	\$15.18	\$16.18	\$16.68	\$17.18
<b>I</b>	\$14.96	\$15.95	\$16.45	\$16.95
<b>II</b>	\$13.72	\$14.72	\$15.22	\$15.72
<b>III</b>	\$12.79	\$13.79	\$14.29	\$14.79

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

**2008-2009 Food Service Schedule**

	<u>First 3 Months</u>	<u>4 - 12 Months</u>	<u>Beginning of Second Year</u>	<u>Beginning of Third Year</u>
<b>A</b>	\$12.81	\$13.81	\$14.31	\$14.81
<b>B</b>	\$10.81	\$11.81	\$12.31	\$12.81
<b>C</b>	\$10.16	\$11.16	\$11.66	\$12.16

First three months @ \$2.00 less per hour than third year.  
 Four-twelve months @ \$1.00 less per hour than third year.  
 Second year @ \$.50 less per hour than third year.  
 Class D employees shall make \$1.00 more per hour than the Class E pay rate.

<b>D</b>	\$10.91 for all employees
<b>E</b>	\$9.91 for all employees
<b>F</b>	\$9.63 for all employees
<b>G</b>	\$9.34 for all employees

**APPENDIX A: WAGES 2009-2010**

Reflects a 1.5% Wage Increase

**2009-2010 Secretarial/Paraprofessional/Technical Schedule**

	<u>First 3 Months</u>	<u>4 - 12 Months</u>	<u>Beginning of Second Year</u>	<u>Beginning of Third Year</u>
<b>A</b>	\$15.44	\$16.44	\$16.94	\$17.44
<b>I</b>	\$15.20	\$16.20	\$16.70	\$17.20
<b>II</b>	\$13.96	\$14.96	\$15.46	\$15.96
<b>III</b>	\$13.01	\$14.01	\$14.51	\$15.01

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

**2009-2010 Food Service Schedule**

	<u>First 3 Months</u>	<u>4 - 12 Months</u>	<u>Beginning of Second Year</u>	<u>Beginning of Third Year</u>
<b>A</b>	\$13.03	\$14.03	\$14.53	\$15.03
<b>B</b>	\$11.00	\$12.00	\$12.50	\$13.00
<b>C</b>	\$10.34	\$11.34	\$11.84	\$12.34

First three months @ \$2.00 less per hour than third year.  
 Four-twelve months @ \$1.00 less per hour than third year.  
 Second year @ \$.50 less per hour than third year.  
 Class D employees shall make \$1.00 more per hour than the Class E pay rate.

<b>D</b>	\$11.06 for all employees
<b>E</b>	\$10.06 for all employees
<b>F</b>	\$9.77 for all employees
<b>G</b>	\$9.48 for all employees



## **APPENDIX B: Administrative Guideline 5330**

### **USE OF MEDICATIONS**

The medications and/or treatments, which may be administered, are defined in Policy 5330. In those circumstances where a student must take prescribed medication during the school day, the following guidelines are to be observed:

- A. Parents should determine with their physician's counsel whether the medication schedule can be adjusted to avoid administering medication during school hours.
- B. The Medication Request and Authorization Form 330 F1 must be filed with the respective building principal before the student will be allowed to begin taking any medication during school years. This written and signed request form is to be submitted on an annual basis and will include:
  - 1. student's name;
  - 2. medication, dosage, and procedure for administering;
  - 3. times required;
  - 4. special instructions including storage and sterility requirements;
  - 5. date prescribed medication will no longer be needed;
  - 6. date prescribed medication will no longer be needed;
  - 7. physician's name, address, and telephone number;
  - 8. probable side effects;
  - 9. authorization by both the physician and the parent for a student to self-administer the medication but only in the presence of two (2) authorized staff members;
  - 10. authorization for school personnel to administer the prescribed medication, if necessary;
  - 11. agreement/satisfactory arrangement to deliver medication to/from school;
  - 12. agreement to notify the school in writing if the medication, dosage, schedule, or procedure is changed or eliminated. A new request form must be submitted each school year or for each new medication.
- C. The building administrator shall designate, on Form 330 F1, the staff member(s) authorized to administer the medication or required treatment. Those individuals must have received training on administering the medication or treatment prior to servicing the student, except in an emergency.

- D. Form 5330 F1c – Authorization for the Possession and Use of Asthma Inhalers or Other Emergency Medication shall be completed and signed by a physician and the parents authorizing the student of use of a metered dose or dry powdered inhaler, or prescribed emergency medication at school, on District transportation and school activities. This form must be received by the building principal and/or school nurse if one is assigned to the building. Notice of this authorization shall be delivered to the staff members and transportation personnel to whom the student is assigned.

Students may possess and self-administer prescribed emergency medication or a metered dose or dry powder inhaler for relief of asthma, or before exercise to prevent onset of asthma symptoms, while at school, on school-sponsored transportation, or at any school-sponsored activity in accord with the Superintendent's guidelines, if the following conditions are met:

1. There is written approval from the student's physician or other health care provider and the student's parent/guardian to possess and use the inhaler

and

2. the building administrator has received a copy of the written approvals from the physician and the parent/guardian.

- E. All medications to be administered during school hours must be registered with the principal's office. Upon receipt of the medication, the principal shall verify the amount of medication brought to the school and indicate that amount on the student medication log sheet.

- F. Medication that is brought to the office will be properly secured. Medication may be conveyed to school directly by the parent or transported by transportation personnel (bus driver and/or bus aide) at parental request. This should be arranged in advance. Two to four (2-4) weeks' supply of medication is recommended. Medication MAY NOT be sent to school in the student's lunch box, pocket, or other means on or about his/her person. Exceptions to this would be prescriptions for emergency medications for allergies and/or reactions, or inhalers for asthma with proper authorization.

- G. For each prescribed medication, the container shall have a pharmacist's label with the following information:

1. student's name
2. physician's name
3. date
4. pharmacy name and telephone
5. name of medication
6. prescribed dosage and frequency

7. special handling and storage directions
- H. The building administrator may request that the medication be provided in the exact dosage prescribed, so that the staff is not responsible for dividing or spitting the medication or pills.
  - I. Any unused medication unclaimed by the parent will be destroyed by administrative personnel when a prescription is no longer to be administered or at the end of a school year. Notation of the method of disposal and the date shall be entered on the Medication Administration Daily Log.
  - J. The staff member administering the medication shall ensure that the student takes the medication properly.
  - K. If a student does not take the medication at the proper time, the staff member responsible for administering the medication shall take appropriate steps to locate the student and administer the medication and to then notify the parents of the importance of the child reporting on time for his/her medication.
  - L. Any adverse reaction to the medication, as described in the physician's written instructions, shall be immediately reported to the student's parent/guardian, and the authorizing physician if so requested on the authorization form.
  - M. All medications are to be administered in such a way as to not unduly embarrass the student.
  - N. A log for each prescribed medication shall be maintained, which will note the personnel giving the medication, the date, and the time of the day. Both the administering and witnessing adult shall sign the log.
  - O. Any known errors in the administration of the medication shall be recorded on the log, and immediately reported to the building administrator. The building administrator shall promptly notify the parent/guardian and enter a notation on the log of the time of notification and any instructions from the parent/guardian.
  - P. This log will be maintained along with the physician's written request and the parent's written release.
  - Q. Form 5330 F1 shall be completed and signed by the principal authorizing the person(s) who may administer the medication or procedure. **A second adult must be present during the administration of any medication.** A licensed registered professional nurse may administer medication without a second adult present.
  - R. If, for supportable reasons, the principal wishes to discontinue the privilege of a student self-administering a medication, s/he shall notify the parent of this decision in sufficient time for an alternative administration to be established.
  - S. If a student is exhibiting behavior which causes a staff member to be concerned about his/her medical status, this behavior must be reported to the building administrator and/or school nurse and expressed in writing in behavioral terms. The administrator or nurse shall

promptly contact the parent/guardian, report the observations, and suggest that they seek medical attention for the child. The written observations may be given to the parent.

- T. All staff authorized to administer medication or treatment shall receive appropriate training on the District's Policy and Guidelines, as well as any specific instruction relevant to the particular student's treatment or medication.
- U. Inservice training will be provided by personnel familiar with the District's policies, guidelines and proper medical administration procedures. Generally this will be done by a licensed registered nurse, licensed physician, or licensed physician's assistant. When any procedure other than oral administration of medication is required, the staff member will receive individualized training from qualified medical personnel.
- V. Inservice training should include familiarization with identifying and dispensing medications, as well as symptom of side effects. Training shall also cover all of the District's policies and guidelines regarding the administration of medication and treatment to students, including the record keeping procedures and forms.
- W. A record shall be kept of the date, time and substance of the training that each staff member receives. This record shall be made available upon request, to the parent/guardian.
- X. Non prescribed (Over the Counter) Medications

A student in grades 5 – 12 may be allowed to possess and self-administer an over the counter medication upon the written authorization of the parent. The parent must complete Form 5330 F1a – Authorization for Non prescribed Medication and Treatment and submit it to the school office for filing in the student's records.

If a student is found with a medication in his/her possession, his/her record should be checked to determine if the proper authorization is on file. If not, the matter is to be reported to the principal for disciplinary action. The principal may use one or more of the following procedures, depending on the particular situation:

1. Contact the parent and arrange for the parent to submit Form 5330 F1a as soon as possible.
  2. Take the medication from the student and keep it in the school office until the completed form has been submitted.
- Y. Dispensing of nonauthorized, over the counter (OTC) medication by District employees to students served by the District is prohibited. Where investigation confirms such allegations, prompt corrective action shall be taken up to and including dismissal.
  - Z. In order to minimize health and safety risks to student-athletes and maintain ethical standards, school personnel, coaches, athletic trainers, and lay coaches should never dispense, supply, recommend, or permit the use of any drug, medication, or food supplement solely for performance-enhancing purposes.

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