

AGREEMENT

This Agreement is entered into this August 15, 2011, by and between the Board of Education of the Wyoming Public Schools (hereinafter called the "Employer"), and the Kent County Education Association affiliated with the Michigan Education Association/NEA (hereinafter called the "Union").

ARTICLE I

RECOGNITION

A. **Included and Excluded**

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the Employer recognizes the Union as the exclusive bargaining agent for all full-time and part-time food service employees, including assistant cooks, kitchen employees and food service van drivers; all regularly scheduled secretarial and clerical employees; all regularly scheduled custodial, maintenance, courier, and mechanic employees, except high school students; all full-time and part-time paraeducators, Community Education paraeducators, and teacher assistants regularly scheduled to work ten (10) hours or more per week; and all regularly scheduled bus drivers and substitute bus drivers in its yellow school bus transportation operation employed by the Wyoming Public Schools, and Job Skills Trainers; but excluding Supervisors, Central Office, (except for Compensatory Education secretarial/clerical positions) Community Education secretaries, lunchroom/playground aides and all other employees.

B. **Individual Grievances**

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

C. **Titles**

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

D. **Volunteers**

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

It is understood that any and all volunteers currently performing duties in the District will be deemed not to have caused a layoff or a reduction in hours of existing staff.

E. **Bus Driver Work Jurisdiction**

The Employer may use any combination of two (2) or more vans to transport not more than 14 students.

F. **Regular Part-time Custodial Maintenance/Mechanic Employees**

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

G. **Seasonal Employees**

Seasonal employees are those employees used to perform seasonal work. Such employees shall not be employed while bargaining unit members within the classification are on layoff or have reduced hours. Except for grounds

work, seasonal employees shall not be given overtime work when bargaining unit members are willing to accept such work except in an emergency.

H. Temporary Employees

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

I. Seasonal and Temporary Employees

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

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

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

Wyoming Public Schools may utilize night shift employees (high school and/or college students), who shall not be covered by this agreement, to facilitate the necessary coverage to allow scheduling of a one (1) hour lunch on the day shift.

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

K. Substitutes

The employer may hire temporary substitute employees to substitute for employees on leaves of absence, for a period not to exceed the length of the absence, up to one (1) year or until employee receives LTD benefits, whatever comes last.

Current employees who are qualified and in the same classification, shall be allowed to substitute in positions where the leave is ninety days or longer and an increase of hours is anticipated for that substitution period. A temporary employee will replace the employee's vacated position for the leave of absence. Only one employee movement can result per vacancy. The increased hours will not increase benefits for that employee/position during the substitution period.

L. Emergency Manager

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

ARTICLE II

RIGHTS OF THE EMPLOYER

A. Source of Rights

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

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

B. Limited by Agreement

The exercise of foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III

UNION RIGHTS

A. **Right to Support Union**

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

B. **Non-Discrimination**

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

C. **School Building Use**

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

D. **School Equipment Use**

The Union has the privilege, with permission by the persons responsible, to use meeting facilities and office equipment of the schools for school related business, including computers, other duplicating equipment and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided those operating the equipment are skilled and knowledgeable in its operation and the material is not detrimental to the Employer and Union relationship and all expendable materials will be furnished by the Union. The Union shall be responsible for any and all damages to the school facilities and equipment due to misuse by the Union. Work performed in no way directly or indirectly may assist a profit making enterprise.

E. **Posting Notices and School Mail**

The Union shall have the right to post notices of activities and matters of Union concern on Union bulletin boards, at least one of which shall be provided in each school building and may use the courier system and e-mail for communications to employees, provided such notices and communications are not detrimental to the Employer and Union relationship. Board and administration agree to allow for the e-mail system to be used without risk to confidentiality between the Association and its members.

F. **Information**

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

G. **Copies of Agreement**

The Board will furnish twenty (20) copies to the Union without cost. Electronic copies of this agreement will be available on the District Website and Intranet.

H. Released Time for Grievance/Negotiations

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

I. Released Time for Union Meetings

Each school year the Union will be allowed up to two and one-half (2 ½) hours of release time to schedule general membership meetings on days when students are not in attendance. The two and one-half (2 ½) hours may be apportioned for not more than three (3) meetings each school year. The date, time and place of the meetings shall be mutually arranged between the Employer and the Union president. Any employees who are otherwise scheduled to work on the date and at the time of the meeting shall be released from their scheduled duties, without loss of pay, to attend the meetings, which shall include necessary travel time to and from their work sites. The parties will endeavor to establish the meeting date, time and place which will minimize the number of employees released from work, but which will reasonably assure maximum attendance. The Employer in its discretion may allow up to one (1) additional hour of meeting time upon request from the Union.

J. Released Time for Union Staff Paying Union Dues

Each school year the Union will be allowed released time based on twenty (20) minutes multiplied by the number of bargaining unit members. Release time shall be used for employees to attend conferences and training sessions endorsed by the Union, without loss of pay from the employees' scheduled work. *The release time shall also be available for other uses as deemed necessary by the Union.* The Association shall be responsible for all costs, including reimbursing the wages-for any hours over and above the allotted release time.

Time used to process the professional grievance procedure, participate in contract negotiations or meetings requested by the Administration shall not be counted against the above agreed upon release time.

K. Notice of Discipline

The Union President or designee shall be notified within twenty-four (24) hours and will receive written notice of any suspensions and terminations of any employee within five (5) days of issuance. The timeline for instituting a grievance of the action shall not begin to run until such notice is received.

ARTICLE IV

UNION SECURITY

A. Dues Deduction

All employees in the bargaining unit, shall have either membership dues of the Union or representation service fees deducted from their pay over eighteen (18) pay periods. Employees who are hired or become members of the bargaining unit after the effective date of this Agreement shall have such deduction commence upon the expiration of the sixty (60) working day probationary period, and continue through the remaining pay periods.

B. Amount of Dues/Fees

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

C. Monthly Installments

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

D. Disputes

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

E. Save Harmless

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

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

ARTICLE V

EMPLOYEE RIGHTS AND SECURITY

A. Discipline and Just Cause

No employee who has fulfilled the probationary period, shall be reprimanded, disciplined, demoted or deprived of any benefit included in this contract without just cause. The Employer agrees to follow the concept of progressive discipline as established in labor relation's precedents. Extreme circumstances and/or criminal activity may be just cause for discipline up to and including dismissal. These circumstances will be dealt with on a case by case basis. The Employer agrees that upon discharge of an employee, that no action shall be taken until the employee has had an opportunity to meet with a Union representative provided the delay is not more than twenty-four (24) hours.

When imposing any discipline on a current charge, the Employer will not take into account any reprimands which occurred more than three (3) years previously, provided there has been no repeat of the same or similar conduct during the past three (3) year period. Except in case of an emergency situation, employees shall not be publicly disciplined.

B. Union Representation

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

C. Personnel Files

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

1. Freedom of Information Act (FOIA) Request

If a FOIA request is made for any information on any employee in the district, the Board of Education or administrator requesting the Board shall:

- a. Notify immediately the affected employee(s) orally and then in writing who are subject to FOIA request.
- b. Release to the employee(s) the names of all those requesting the FOIA documents.
- c. Allow the employee(s) and/or the Association to review said documents or files before releasing any information or documents.
- d. Exclude from the FOIA request response all materials not timely or inappropriate and information excluded under federal and state laws.
- e. The Board of Education and or its representatives should take the full legal timeline as permitted under the law to comply with the FOIA request.

D. Complaints

All complaints against the employee that are to be included in his/her personnel file shall identify the person bringing the complaint and signed by the employee prior to placement in his/her file. The employee shall have the right to attach a statement of his/her position regarding the complaint within a ninety (90) day time period.

E. Assault

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

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

F. Safety

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

Since employees authority and effectiveness in their work place environment is undermined when students discover that there is insufficient administrative backing in support of the employee, the Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline with in the workplace. The Board further recognizes that the employee may not be expected to assume the role of custodian for emotionally impaired students unless the safety of other students is in immediate jeopardy or if job posting specified working with emotionally impaired students.

G. Loss or Damage to Personal Property

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

H. Smoke Free Environment

1. The Board of Education shall maintain a smoke free environment in accordance with state law.
2. Resources may be available through the Wellness Program.

I. Rights of Citizenship

1. **Rights Specified**
Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with the respect to the professional employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Board.
2. **Limitations on Personal and Private Life**
However, if in the opinion of the Administration the employee conducts him/herself in his/her private or personal life in such a manner that his/her conduct adversely affects his/her relationship to students or the discharge of his/her duties the Administrator shall first discuss such conduct with the employee and if such conduct continues the Administrator and the Association shall jointly meet with the employee to

discuss such conduct and its adverse effect. Failure on the employee's part to take corrected measures may be just cause for further discipline up to and including termination.

J. Payroll Deductions

The Board agrees to make payroll deduction if applicable for the following: The Lake Michigan Credit Union, union dues, MEA-PAC contributions, MESSA Insurance MEFSA options, and Tax Deferred Annuities, and any or all State Retirement Board tax deferred credit service purchasing plans. Payroll deductions authorized by the Board, but not specified in this Agreement, shall be supported by properly executed authorization slips.

ARTICLE VI

SENIORITY

A. Probationary Period

An employee, other than bus drivers, shall be in a probationary status for the first sixty (60) working days. Bus drivers shall be in a probationary status from the day of hire through the first 60 working days after obtaining their CDL certification. The probationary employee shall be subject to immediate dismissal at any time prior to the conclusion of the probationary period.

B. Date of Hire

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

C. Seniority Defined

Seniority shall be defined as the length of an employee's service within the bargaining unit's respective seniority classifications from the employee's most recent date of hire. Beginning with the 2005-06 school year, bus drivers must work a minimum of 225 hours per year in order to accrue a full year of seniority; work of less than 225 hours shall be prorated accordingly for purposes of seniority. Time spent on layoff or unpaid leave of absence in excess of 30 days (other than FMLA) shall not accumulate as service time for seniority but shall not constitute a break in continuous employment. Work in a substitute or temporary position will receive seniority credit, provided such work is uninterrupted and the person is hired as a regular employee. In such cases, the probationary period will begin upon regular employment.

D. Classifications

The bargaining unit classifications shall be:

1. Food Service Employees
2. Secretarial/Clerical Employees
3. Paraeducators

4. Bus Drivers
5. Custodial/Maintenance Employees and Mechanics
6. Teacher Assistants
7. Technology Liaison

E. Seniority by Classifications

Seniority is not cumulative between groups and may be exercised only within the classification in which it is accumulated. Movement from one classification to another shall not terminate seniority the employee has accumulated in any other classifications during that employee's current period of employment.

F. "Bumping"

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

G. Ties

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

H. Seniority Lists

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

I. Unpaid Leaves

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

J. Loss of Seniority

Seniority shall be lost by an employee upon termination for just cause, resignation or retirement.

K. Non-Bargaining Unit Positions

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

ARTICLE VII

VACANCIES

A. Vacancies Other Than Bus Driver Positions

1. Posting

All vacancies other than bus driver positions shall be posted in a conspicuous place in each building and to all food service kitchens for a period of five (5) working days, and with a copy sent to the Association President. Said posting shall contain the following information:

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

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

2. Reposting Positions

When hours are increased to the point of reaching or increasing fringe benefits and the position is anticipated to maintain the new level until the end of the school year, the position shall be posted and physical relocation shall occur within two weeks.

3. Application

Interested employees may apply in writing to the Superintendent, or designee, within the five (5) day posting period.

4. Qualifications

- a. Vacancies shall be filled with the best-qualified applicant. Seniority will be considered when filling vacancies.
- b. Qualifications will be based upon job descriptions. The union will be provided copies of any change in written job descriptions. A copy of the job description will be included with the job posting. Additionally, all job descriptions will be posted on the District's intranet and a copy sent to the union. Job descriptions will not be created or changed arbitrarily and will reflect the work performed. Any changes in job descriptions will be promptly brought to the attention of the Union.
- c. The Employer will develop job descriptions for bargaining unit positions and provide the Union an opportunity for review and comment prior to placing the job description in effect. These descriptions shall be utilized along with other factors when evaluations are made and qualifications determined. The job descriptions shall not be considered as a limit on the employee's assignment but shall be a general outline of his/her work. The Employer may later revise job descriptions in the same manner.

5. Notification of Positions Filled

Final determination on the filling of positions shall be made within ten (10) days of the closing date of the posting. The Association President and Membership Chair shall be notified when positions are filled.

B. Bus Driver Assignment Procedure

1. Route Selection Meeting

A route selection meeting will be held the second (2nd) Wednesday before start of school year for selection of designated routes by seniority preference. All of the scheduled routes shall be posted and the most senior bus driver shall have first choice of assignment. Selections shall continue in order of the next most senior bus driver until all scheduled routes have been selected. Kindergarten runs shall be attached to and considered part of a scheduled route. All drivers are expected to attend the selection meeting unless excused by the supervisor.

a. Driver Postings

When a vacancy arises for an additional bus driver, a notice of vacancy shall be posted for a period of at least five (5) working days with a copy sent to the Association President and Membership Chair. The Posting shall contain the minimum qualifications for such position.

Application for a posting must be in writing to the Transportation Center Supervisor and received by the Transportation Office on or before 4:00 p.m. on the fifth day of the posting. All applications must be signed and dated.

b. Seniority and Vacancies

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

2. Charter Runs

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

a. Bidding Procedure

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

preferences have been assigned or exhausted. The "bid box" shall be kept in the supervisor's office. After being assigned a charter run, any driver turning back in more than four (4) charter runs per year will be ineligible for charter run assignments for thirty (30) working days.

A bus driver may not choose as a preference and will not be assigned to any charter run which conflicts with his/her regular scheduled runs between 7:00 a.m. and conclusion of a noon run, except when requested by the supervisor. Charter runs commencing after conclusion of the noon run(s) will be open to all regular route drivers and substitutes.

b. Notification

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

c. Unassigned Charters – Extra Board

1. Unassigned charters are defined as:
 - a. all charter runs for which no bus driver was assigned.
 - b. all charter runs for which requests were received after noon the preceding Wednesday.
 - c. all charter run assignments abandoned by bus drivers.
2. Unassigned charters may be assigned to bus drivers in reverse order of seniority should the Employer be unable to find available substitutes or other bus drivers to accept the charter runs. The Employer shall first attempt to assign drivers and substitutes who have placed their names on the extra board by rotation in order of seniority.
3. A driver, or substitute, may place their name on the extra board in accordance with the following:
 - a. On or before Thursday noon, drivers may place their names on the extra board for any day(s) that they are available for work. Available will mean able to work that day any hours that do not conflict with other assigned work provided that the employee has not been absent that day due to personal illness. Community Education, Courier and other District work will not be considered assigned work from the Bus Garage.
 - b. Initial placement of the extra board will be in order of seniority, with any additional names added weekly, by seniority, to the bottom of any existing daily rotation list.
 - c. A driver who receives an unassigned charter shall have their name moved to the bottom of each daily list for that week.
 - d. A driver may remove his/her name from any daily list at any time and place his/her name back on the list through the normal weekly placement process by the subsequent Thursday noon.
4. Any driver who refuses an assignment or turns back in more than four (4) assignments per year will thereafter be ineligible for extra board assignments for thirty (30) working days.

5. Application of the extra board process shall be a shared responsibility of the Employer and the Association. As such, problems arising out of operation of the extra board will be subject to conference between the Employer and the Association, and excluded from the grievance procedure.

d. Overtime Bypass

A bus driver may be bypassed for assignment to a charter run in any cases which would require the payment of overtime rates if another bus driver (or substitute, if regular drivers are not available) is available for which overtime rates would not be required.

e. Error/Mistake Make-up

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

f. Reporting Times/Mileage

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

g. Van Excluded from Procedure

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

h. Chaperons

An adult chaperon shall be assigned for each charter run. Drivers shall not be required to chaperon students during non-driving times unless the health and safety of the student(s) is in jeopardy nor shall they be required to share accommodations with students on overnight trips.

3. Layoff

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

a. Rejecting Recall

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

b. Mid Year Layoff

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

c. Changes in Classification

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

4. Board Determines Routes etc.

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

C. Involuntary Transfer

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

D. Temporary Transfer

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

E. Substitute Work

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

F. Position Elimination

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

ARTICLE VIII

REDUCTION OF EMPLOYEES OTHER THAN BUS DRIVERS

A. Seniority and Reduction in Hours

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

B. "Bumping"

1. To Other Classifications

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

2. Within a Classification

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

a. School Year Layoffs

The Employer shall select the position(s) to be eliminated. The least senior employees shall be laid off. Those employees whose positions have been eliminated shall select from the vacated positions holding the same number of hours weekly and level of benefits on a seniority basis unless such position is not available. In this instance, the position held by the person with the least seniority having the closest number of hours and benefits will become available.

b. Summer Layoff Procedure

The Employer shall select the position(s) to be eliminated. All the employees from the most senior affected employee whose position is eliminated, where there has been a reduction in posted hours and/or benefits, or a significant change in working conditions (i.e. shift change) to the least senior employee whose position is eliminated, where there has been a reduction in posted hours and/or benefits, or a significant change in working conditions (i.e. shift change) shall meet with the administration prior to the layoff date. On a seniority basis, employees may select any position held by a less senior employee; however, employees must be qualified to select positions that require bilingual and/or V.I. abilities as their primary emphasis. When all positions are filled, the remaining persons shall be laid off. This procedure shall also be used during the summer following a school year layoff. Meeting dates shall be set prior to the end of each school year. The Association president shall be notified by June 1.

c. Any displaced employee not present at the selection/bumping meeting or have a proxy, shall waive his/her right to bump and may be placed by the Employer at the conclusion of the meeting in any vacant position for which they possess the qualifications.

C. Changes in Classification

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

D. Layoff Notice

1. Employees to be laid off shall be given at least thirty-five (35) calendar days notice prior to the effective date of layoff, except in the event of employee work stoppage.
2. In the event a student receiving help from a health care paraeducator moves out of the district or no longer attends the Wyoming Public Schools, resulting in the elimination of the position, the school year layoff language (Article VIII.B.2.a) will be implemented.

E. Recall

When positions become available in a seniority classification, employees other than bus drivers reduced pursuant to a reduction of employees specified above shall be recalled in order of greatest seniority within the seniority classification from which they were reduced or within any classification in which they have accumulated seniority, provided the employees possess the qualifications to perform the positions. If a bargaining unit member currently on layoff, is recalled to a position for an absent employee receiving long-term disability (LTD) benefits, such person shall be entitled to all benefits under the Master Agreement for the position for the period of recall. If the employee who is receiving LTD benefits is able to return to his/her position, the notice requirements for layoff in Article VIII(D)(1) shall not apply.

F. Rejecting Recall

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

G. Duration of Recall

The Employer shall maintain reduced employees other than bus drivers on the recall list for a period of two (2) years or the number of years of service in the bargaining unit at the date of layoff, whichever is greater. Employees other than bus drivers shall be recalled as set forth herein to positions which become available.

H. Altering Work Schedules

Employees' regularly scheduled hours of work shall not be reduced, except for the least senior employee in each seniority classification. The Employer is free; however, to change the hours of positions that become vacant or are newly created. The Employer is also free to alter work schedules, as per this Agreement, to maintain hours of the employee.

I. Reduction in Hours

The Employer shall consult with the Association regarding the justification of any reduction in hours. Due to financial constraints, prior to the start of school, the Employer has the authority to reduce the hours of classroom and/or media paraeducators as a group. Should this occur, a bid session will be held prior to the commencement of a semester.

ARTICLE IX

WORK SCHEDULES AND WORKING CONDITIONS

A. General Provisions

1. Determining Hours

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

2. Medication

The administration of medications will be done in accordance with Board Policy 4330 and Section 380.1178 of the Michigan School Code, which will be posted in all buildings.

Training, per the Board policy, on the administration of medication shall be provided for all bargaining unit members required to perform such tasks. Members shall not be required to administer medication to students without another adult witness present, unless there is a life-threatening emergency. All medications shall be stored in a locked cabinet.

No bargaining unit member shall be required to perform a medical procedure for a student without proper "delegation" as defined in the Michigan Public Health Code. The elements of appropriate delegation are:

- a. The decision to delegate must be made by a licensed medical professional.
- b. The person to whom the task is delegated is or will be qualified by education, training, or experience, to perform the selected procedure; and
- c. The person to whom the task is delegated is subject to the supervision of a licensed individual. Supervision need not be on-site, as long as there is the ability of direct communication in person or by radio, telephone or telecommunication between the supervised individual and a licensed health professional.

Proper delegation is required per the Michigan Public Health Code in the following medical procedures; however the list below may not be all-inclusive:

- a. clean intermittent catheterization
- b. oral/nasal suctioning
- c. tracheotomy care

The following procedure may not be delegated to an unlicensed individual; however, this listing may not be all-inclusive:

- a. deep suction

3. Layoff

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

4. Notice of Change

Every effort will be made to promote advance notice to the employee and to the Union of a change in assignment or building, recognizing that there may be events, which preclude any advance notice. A temporary change in normal working hours for secretaries may not occur without a two (2) week notice, nor for more than two (2) days per year. If proper notice is not provided, the member may elect either overtime compensation or compensatory time at time and one-half for said hours.

5. Employee Contributions

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

6. Job Sharing

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

a. Application

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

b. Restrictions and Waivers

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

c. Compensation System

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

1. Salary

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

2. Benefits

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

d. Step Advancement

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

e. Return to Full Time

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

1. Notice of Intent

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

2. Assignment

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

7. Use of School Facilities

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

8. Collaborative Planning

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

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

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

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

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

- b. The Board of Education, WEA and WESSA agree that employee participation in decision making is effective in providing positive results for education. Any changes must be mutually agreed upon by the Board, WEA and WESSA.

A School Improvement Team will be formed in each building representative of teachers, non-instructional staff and when possible, parents and students in accordance with PA 25 as follows:

Secondary Building School Improvement Teams (eight (8) members per team):

One (1) position staffed by the department chair in each of the four (4) core areas – four (4) positions overall.

One (1) position staffed by the department chair for the electives content area.

One (1) position staffed by the Special Education department chair.

One (1) position staffed by a member of WESSA.

One (1) SI chairperson/District SI Representative of the committee. This position represents all instructional areas.

Elementary Building School Improvement Teams (seven (7) members per team):

One (1) position staffed by the department chair in each of the four (4) core areas – four (4) positions overall.

One (1) position staffed by a staff person from a non-core area.

One (1) position staffed by a member of WESSA.

One (1) SI chairperson/District SI Representative of the committee. This person represents all instructional areas.

The School Improvement Teams will have the empowerment under the Correlates of Effective Schools as delineated in the District School Improvement Plan to investigate, implement and

change existing procedures and practices in their buildings to improve educational services. Any changes must be mutually agreed upon by the Board, WEA and WESSA.

- c.** Site based decision making will be implemented in each building and will be the responsibility of the School Improvement Team in accordance with State Law PA 25.
 - 1.** Each Building School Improvement Team will establish their own meeting times. Any member of a building School Improvement Team will be released from their regular duties if the established meeting time conflicts with the person's regular work assignment hours, and make up the missed work time.
 - 2.** Building School Improvement Team participation will be voluntary. Team participation or nonparticipation on the building team will not be used as criteria for negative evaluation of bargaining unit members.
 - a.** The Chairperson of each building team will be chosen by the Principal.
 - b.** All other WEA members of each Elementary Building SI Team will be elected by the WEA staff in the building. Each WESSA member on the Elementary Building SI Team will be elected by the WESSA members in the building.
 - c.** All other WEA members of each Secondary Building SI Team shall be elected by their respective departments. Each WESSA member on the Secondary Building SI Team will be elected by the WESSA members in the building.
 - d.** A procedure for rotation on/off the School Improvement Team will be established by the election process.
 - 3.** Each Building School Improvement Team will follow the Wyoming Public Schools defined decision making procedures, as defined by the District School Improvement Team.
 - 4.** The District SI Team shall consist of each building SI Chair, an administrator from each building, the WEA and WESSA Presidents (or designees), the Superintendent's designee, a Board member, and a representative from the community.
- d.** Any modification of the current Master Agreement or Board policy from an SI Team must be submitted on the approved deviation form. Said modifications must be reviewed by the Board, WEA and WESSA.
- e.** The Board and the Associations each have the separate ability to request either a slowdown or withdrawal from any aspects of the SBDM process. The parties can exercise this option by a formal letter to the other side stating the desire to slow down or withdraw and state the reasons. There will be a cooling off period of sixty (60) days during which the parties will meet and discuss the issue possibly using a third party consultant. Before the end of the sixty (60) days the parties must reach an agreement on the next step.
- f.** All committee work identified in this Article shall be compensated as provided in Article XII.V, School Improvement Stipends.

10. Least Restrictive Environment

The Board and the Association agree that the Least Restrictive Environment as outlined by the Individual with Disabilities Education Act amendments of 1997, requires “to the maximum extend appropriate” all handicapped children be educated with non-handicapped children (34CFR { 30.130 and 34 CFR { 300.550-300.556) and that justification for not participating in regular education must be established. The Board and the Association further agree that in making the LRE placement/assignment, additional factors to be considered are closeness to the students’ home, school assignment if student were not handicapped, potential harmful effects on the child, quality of service the student needs, and disruption of the regular education setting. 504 Regulations 34CFR 300.552 To this end, every attempt will be made first to serve handicapped students in the context of a regular education classroom.

a. Transition Guidelines

In order to assist handicapped students in making a successful transition from full time placement in special education classes to placement in both regular and special education classes pursuant to recommendations made by an Individualized Education Planning Committee, the following Transition Guidelines will be followed:

1. The building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular classroom except for extenuating circumstances. Teacher(s) in whose classroom(s) a student may be placed shall be invited to serve on the IEPC, as well as all appropriate support staff.
2. To help implement LRE, every effort will be made by the Board of Education to provide training for regular education teachers receiving special education students in their classrooms and all appropriate support staff.
3. Emergency medical/physical care can be given by teachers and/or support staff on a voluntary basis, provided that training has been completed. A building administrator shall provide back-up assistance.

b. Deviations

Deviations from this Article shall be under Article X of WEA Master Agreement.

c. The intent of this Article is not to cause a reduction in force.

11. Athletic Tickets

The Board of Education shall provide athletic tickets to all Wyoming Public School employees and a guest for all home games. The employee understands that there is a responsibility to insure the safety and security of all participants, and may be asked to assist in crowd control. The Board may also withhold tickets for specific misuse or inappropriate behavior. The Board will consult with the Association regarding the denial of tickets.

B. Secretaries

1. Work Day/Work Week

The normal work schedule for full-time secretary/clerical employees shall be eight (8) hours per day, five (5) days per week, Monday through Friday.

2. Work Year

The Employer recognizes the need for additional time for secretaries to manage state aid and new student enrollment programs.

- a. *Elementary, Food Service, Early Childhood Special Education (ECSE) and Transportation*
198 days plus earned vacation and holiday leave
- b. *Middle School*
203 days plus earned vacation and holiday leave
- c. *Senior High, Athletic Director and Counseling*
208 days plus earned vacation and holiday leave
- d. *Student Services*
Full year secretaries includes earned vacation and holiday leave

3. Lunch Period

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

4. Duty Limits

Secretaries are not to cover classes, provide continued (two (2) hours or more) oversight of students in the absence of the principal, take playground duty, or recess breaks and are not to do custodial or matron assignments, except where the health, safety or welfare of the students is involved.

5. Secretarial/Clerical Breaks

- a. Each secretarial/clerical employee working four (4) or more hours per day shall receive one (1) fifteen (15) minute break per day during the first half of their work shifts as designated by the supervisor.
- b. Additionally, each secretarial/clerical employee working seven (7) or more hours per day shall also receive one (1) fifteen (15) minute break per day during the second half of their work shifts as designated by the supervisor, which may be scheduled contiguous with the employee's lunch break.

C. Food Service

1. Breaks

Food service employees will receive the following paid break schedule per day:
30 minutes – if working at least six (6) consecutive hours per day
15 minutes – if working at least three (3) consecutive hours per day

2. In-service/Related Duties

- a. The employer will provide 7-hours of mandatory in-service per school year for kitchen prep.
- b. All buildings serving meals, shall have a Lead Cook. Lead Cook positions must meet State food preparation and sanitation requirements including but not limited to successful

completion of ServSafe (or other approved) assessment. Employer will pay for testing preparation materials/aides and administration fee no more than two (2) times. After which, the employee will be responsible for all costs associated with testing preparation and completion.

3. Catered Events

The opportunity to work catered events shall be provided to employees with the understanding that managers and the food service supervisor have the first opportunity to work. Any offer to work catering events extended to bargaining unit members shall first be offered by seniority to staff within the building, provided the event does not conflict with the employee's regular work schedule. In the event that no bargaining unit member within the building is available, the work will be offered to bargaining unit members on a district-wide seniority basis. Any bargaining unit member interested in working catering events shall sign an availability list by September 1st of each year.

4. Breakfast Program

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

5. Assignment/Employee Absence

When an employee is absent and the Employer has been provided not less than twenty-four (24) hours' notice of the absence, the remaining employees at the work site will select their positions based on seniority. The Employer is free to request employees' preferences prior to an absence occurring. When less than twenty-four (24) hours' notice has been provided, an attempt will be made to reassign the open position(s) at the work site by seniority among those scheduled to work in that building.

6. Tuition (This language is suspended until this Agreement expires)

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

7. Handbook

Each food service employee shall be provided with a copy of the Wyoming Public Schools Food Service Handbook which shall contain rules, regulations, policies and other information necessary to the proper performance of food service duties. The employee shall sign a statement acknowledging receipt of the handbook. No rule, regulation or policy shall be implemented that is in conflict with this Agreement. Any new rules, regulations, etc. related to a mandatory subject of bargaining are subject to the negotiations process.

D. Paraeducators

1. Split Shift/Lunch

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

2. Duty Limits

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

3. Special Education Paraeducators

- a. In-service training shall be provided to all appropriate paraeducators to try to provide a greater understanding of Special Education.
- b. Paraeducators considering a Special Education position shall spend time observing the potential work situation before finalizing their decision.
- c. Paraeducators on layoff may reject any non-special education position having fewer hours than the employee previously held and all Special Education positions requiring medical procedures without loss of recall rights. The parties understand that such rejection may well terminate unemployment compensation.
- d. When vacancies occur, the positions will be posted and assignments will be made. However, movement (physical relocation) from one (1) position to another will occur within two (2) weeks.

4. Prep. Period

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

5. Class Coverage

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

6. Tuition Reimbursement (This language is suspended until this Agreement expires)

Paraeducators working in positions that require a CDA (Child Development Associate certification) will be reimbursed for a total of eight (8) credit hours toward their CDA, provided the classes were taken while working in such a position.

7. Professional Development Days

Paraeducators are required to work two and half of the scheduled days prior to the start of the school year. In addition, media training will be offered to all paraeducators on one of the annual professional development days.

8. Work in Rooms

All paraeducators shall work in their regular assigned classroom/building on half days during records time, assuming that they were regularly scheduled to work on such day.

9. Paraeducator' Breaks

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

F. Bus Drivers

1. Handbook

Each bus driver shall be provided with a copy of the Wyoming Public Schools Bus Driver Handbook which shall contain rules, regulations, policies and other information necessary to the proper performance of bus driving duties, including procedures for dealing with student behavior problems. The employee shall sign a statement acknowledging receipt of the handbook. No rule, regulation or policy shall be implemented that is in conflict with this agreement. Any new rules, regulations, etc. related to a mandatory subject of bargaining are subject to the negotiations process.

2. Rest Room and Telephone

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

3. Parking Lot

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

4. I.D. Cards

Bus drivers will be provided with an employee identification card.

5. In-service Rate

The rate of pay for in-service meetings, schooling, run preparation time, etc. shall be at the charter rate. The Employer will provide fourteen (14) hours of mandatory in-service per year.

The transportation supervisor may schedule two (2) half-hour meetings per year. It is understood that bus driver break time is not appropriate to be used as a management mandatory meeting time.

6. Student Discipline Code

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

7. Student Medical Conditions

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

8. Substitutes

- a. The Employer shall make every effort to employ not less than three (3) substitute bus drivers. Mechanics shall not be used as substitutes unless an emergency exists.
- c. A substitute assigned to replace an absent driver, shall be given that driver's entire assignment, including charters.

9. Transportation Office

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

10. Safety Monitor

Drivers, at their option, may request a student monitor for their regularly assigned noon runs which shall be assigned at the discretion of the Employer. Drivers may request that an administrator ride a morning or afternoon run that has a record of being exceptionally disruptive.

11. Trainer Position

Trainer position will be posted on the board within a 48 hour time period. The supervisor of transportation will select the most qualified and appropriate applicant and explain why other applicants were not chosen.

12. In-Service

The Employer will provide two (2) 7-hour days of mandatory in-service training. In addition, the Employer will schedule the remainder of the first reporting day (7 hours total) for route review, cleaning and related duties.

G. Custodians/Maintenance/Mechanics

1. Shifts

- a. The regular full working day for the first shift employees, except maintenance employees, shall consist of eight (8) consecutive hours per day, with one (1) hour for lunch, which is not included in the eight (8) hour work period.
- b. The regular full working day for maintenance and mechanic employees and second and third shift employees shall consist of eight (8) consecutive hours per day, with one-half (1/2) hour for lunch, which is not included in the eight (8) hour work period.
- c. The Employer shall have the right, based upon the school calendar, to set the starting time for each shift. Any change in starting shall be posted two (2) weeks prior to the change. The change in starting of a shift shall not be utilized to deprive employees of benefits contained in this agreement. An exception may be made for maintenance employees based upon weather conditions, which necessitates snow removal. In instances where an employee's shift is changed for snow removal, employees have the option of working an eight (8) hour shift or receive overtime pay for work outside their normal shift.
- d. The first shift is any shift that regularly starts on or after 4:00 a.m., but before 9:00 a.m. The second shift is any shift that regularly starts on or after 9:00 a.m., but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least five (5) consecutive calendar days, scheduled within a one week period Sunday through the following Saturday. Should Saturday or Sunday work be scheduled as part of a regular shift, the shift will be assigned to the least senior qualified employee or to qualified volunteers for the shift.

2. Utility Positions

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

3. Breaks

- a. Each custodial/maintenance and mechanic employee working four (4) or more hours per day, shall receive one (1) fifteen (15) minute break per day during the first half of their work shifts as designated by the supervisor.
- b. Additionally, each custodial/maintenance and mechanic employee working seven (7) or more hours per day shall also receive one (1) fifteen (15) minute break per day during the second half of their work shifts as designated by the supervisor, which may be scheduled contiguous with the employee's lunch break. Maintenance and grounds employees shall take their break at whatever school building they happen to be working at or nearest to at break time.

H. Teacher Assistants

All teacher assistants are required to work the conference schedule as part of their work year.

ARTICLE X

PAID LEAVE DAYS

A. Sick Leave and Accumulation

1. Annual and Maximum Credit

Each employee after fulfilling the probationary period shall be credited with one (1) paid leave day on the first scheduled work day of each month of active employment during their first work year going back to the date of hire, not to exceed 10 days for school year employees and 14 days for 52-week employees. Sick leave will be as follows:

- a. Bus drivers, food service, paraeducators, teacher assistants, and secretaries less than 52 weeks will receive 10 days per year for the 2010-2011 school year. Five (5) - first active work day of the school year and five (5) at the beginning of the second semester.

- b. Custodial/maintenance, 52-week secretaries will receive 14 days per year, seven (7) first active work day after anniversary date and seven (7) at mid-year.
- c. Days shall be capped at 200 for school year secretaries; 155 for bus drivers, food service, paraeducators, and teacher assistants, 140 for 52-week secretaries and custodial/maintenance/mechanics.
- d. Custodial/maintenance, mechanic and secretarial employees working at least fifty-two (52) weeks during their respective work years who have an accumulation in excess of one-hundred forty (140) days will retain a maximum accumulation of two-hundred thirty five (235) days until such time as the employee's accumulated days fall below one hundred forty (140) days, at which time one hundred forty (140) days will become the maximum accumulation for that employee.

2. Statement

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

3. Conversion Factor

Excluding custodians, all provisions related to days will be converted to hours for Community Education at a rate of eight (8) hours equals one day. For ABE/ESL and HSC classes, one half (1/2) hour of paid leave for every six (6) hours worked to a maximum of ninety-six (96) hours per year.

4. Family Medical Leave Act

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

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

1. Personal Illness

Personal illness or injury, including medical appointments related to such illness or injury that cannot be scheduled outside the normal workday. The Employer has the right to request written medical verification for any extended illness (more than three (3) consecutive days). Failure to comply in a timely manner (1 week) may reduce appropriate compensation.

2. Family Illness

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

3. Bereavement Leave

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

4. Personal Leave

Each employee shall be granted up to two (2) personal leave days per year provided that, whenever possible, the Employer is notified at least forty-eight (48) hours in advance. Personal leave days are not to

be used to extend a vacation or a holiday. The specific reason for such day shall not be requested from the employee.

C. Workers' Compensation

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

D. Accumulated paid leave days will be compensated at resignation or separation of employment as hereinafter provided:

1. Benefits Payable

a. Resignation or termination with just cause with ten (10) or more years of service

One (1) times the base hourly rate of the employee's classification for each unused accumulated leave day subject to the employee's maximum accrual of unused days listed in Article X (A) (1) (c) or (d), whichever is applicable.

b. Upon separation of employment other than resignation or termination with just cause

Upon separation of employment – two (2) times the base hourly rate of the employee's classification for each unused accumulated leave day subject to the employee's maximum accrual of unused days listed in Article X (A) (1) (c) or (d), whichever is applicable.

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

(2) The following insurance benefits are available from the Board upon retirement:

Plan A – Following Options:

a. Sign up for retirement insurance as of July 1 and receive Board cash payment of \$250.00 for the months of July and August.

b. Remain on the school district's insurance until August 31.

Plan B

Will remain same until August 31 – will keep on receiving Board cash payment until August 31.

E. Attendance Incentive - (This language is suspended until this Agreement expire.)

Employees with fifteen (15) years of service and 75 days of accumulated leave shall receive annually \$150.00. Employees with twenty (20) years of service and 90 days of accumulated leave shall receive annually \$250.00. Date of payment shall be by June 30th of each year. The eligibility date when the above requirements must be met for payment of the attendance stipend is the employee's first active work day in May.

F. Jury Duty, Etc.

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

G. Response to Requested Leaves (Paid and Unpaid)

The Employer shall approve or reject requests within seven (7) calendar days of the receipt of the request. If an employee has not received a response to a leave request within the seven (7) calendar days, the request shall be deemed granted. If rejected, a written response must be given.

ARTICLE XI

UNPAID LEAVE OF ABSENCE

A. Application

Employees may make application for unpaid leaves of absence to their supervisor. The application shall contain a statement of the purpose and duration of the leave requested. The application shall be forwarded to the Superintendent or the Superintendent's designee for a disposition granting or denying the leave. If comp time will be used for compensation during unpaid leave the request must be approved prior to the leave.

B. Personal Illness

An employee who is incapacitated or disabled due to personal illness or injury and who has exhausted all earned and accumulated paid sick leave shall be placed on an extended illness unpaid leave of absence for the duration of his/her disability up to one (1) year, with the Board continuing the payment of health insurance premiums for a period up to twelve (12) weeks, in accordance with the Family and Medical Leave Act (FMLA). Thereafter, the continuance of health insurance shall be at the employee's or LTD carrier's cost, if applicable. Extensions may be requested according to the procedures of Section A.

C. Child Care

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

D. Return to Position

Upon expiration of a leave of absence of up to one (1) school year, an employee shall be returned to his/her position, if in existence, or if not, to a comparable position. "In existence" shall be defined as an existing position filled by a temporary, substitute or regular employee or unfilled and not eliminated by layoff. Upon expiration of a leave of absence of greater than one (1) school year, an employee shall be returned to a comparable vacant position, if available.

ARTICLE XII
COMPENSATION

A. Wages

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

B. Overtime

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

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

C. Overtime Rate

All overtime hours shall be paid at the rate of one and one-half (1 1/2) times the regular rate of the employee. The direct supervisor will do scheduling of comp time with limited numbers per day and without a need to compensate a substitute.

D. Paid Holidays

All employees shall receive their regular daily pay for the holidays identified below which fall within their scheduled work year within or immediately prior (within five (5) calendar days) to the beginning of their scheduled work year when said holiday falls on employee's regular scheduled work day. When said holiday falls on a non-work day, the holiday will be paid based on the employee's daily average of hours (i.e. hours per week/5; in the case where the standard number of hours per week cannot be established the preceding four (4) pay periods will be used to establish an average number of hours worked in a week).

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Friday after Thanksgiving Day

5. Day before Christmas
6. Christmas Day
7. Day before New Year's Day
8. New Year's Day
9. Memorial Day

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

E. Holidays During Vacation

Should the employee's scheduled vacation include one of the aforementioned holidays, a vacation day to compensate for the holiday will not be deducted.

F. Unpaid Holidays

All employees will be required to take the following day as an unpaid holiday when falling within their normal work schedule.

1. Friday before Memorial Day

All 52-week employees will be required to take the following days as unpaid holidays when falling within their normal work schedule.

1. Friday before Labor Day
2. Day after Christmas Day

G. Requirements

The employee must work the employee's scheduled work day immediately prior and immediately following the holiday to be paid for the holiday, however, written medical verification may be required to receive holiday pay. An employee on approved paid leave shall not suffer loss of holiday pay.

H. Vacations

1. Vacations – 52 Week Employees

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

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

- b. Each employee shall be paid his/her current base hourly rate, and shall receive vacation pay for the same number of hours per pay as corresponds to his/her daily schedule at the time of his/her vacation. Upon the severance of employment, the employee shall be paid for all accumulated vacation time, except for dismissal for cause.
- c. All employees will submit vacation requests at least thirty (30) calendar days prior to the vacation dates requested for periods of one week or more. Not less than ten (10) calendar days' notice shall be required for periods of less than one week. Vacation time may be requested for any time during the year, subject to the school calendar and the school schedule of events.
- d. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more days, providing such scheduling does not adversely affect the normal operations. Employees with the greatest seniority shall be given preference with respect to the time they take their vacation. As the performance of the duties of employees in the bargaining unit must be continuous during the year, it is not possible for all employees in a classification to be absent on vacation at the same time. The Employer will approve or deny vacations by April 1 of each year. Vacation time requested after April 1 will be assigned on a first come, first served basis rather than a seniority basis. Vacations must be taken for each year within twelve (12) months after an employee becomes eligible for a vacation. A vacation may not be waived by an employee and extra pay received for work during that period.
- e. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

2. Vacations – Food Service, Bus Drivers, Paraeducators and Part-time Custodians

After the completion of twelve (12) months from the last date of hire or the first day of work and each year thereafter, these employees shall receive vacation time at their regular (average) daily rate of pay (i.e. hours per week/5; in the case where the standard number of hours per week cannot be established the preceding four (4) pay periods will be used to establish an average number of hours worked in a week) as follows, upon completion of the full work year:

- a. **After one (1) year** 5 days to be taken during Winter break
- b. **After five (5) years** 5 days to be taken during Winter break and two (2) days to be taken during Spring Break
- c. **After ten (10) years** 5 days to be taken during Winter break and four (4) days to be taken during Spring break

3. Vacations – School Year Secretaries (less than fifty-two (52) weeks)

After the completion of twelve (12) months from the last date of hire or the first day of work and each year thereafter, these employees shall receive vacation time at their regular (average) daily rate of pay as follows, upon completion of the full work year:

- a. **After one (1) year** 5 days to be taken during Winter break
- b. **After five (5) years** 5 days to be taken during Winter break and two (2) days to be taken during Spring Break
- c. **After ten (10) years** 5 days to be taken during Winter break and five (5) days to be taken during Spring break

4. Teacher Assistants

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

I. Uniforms

1. Bus Drivers

Upon completion of the probationary period and each three (3) year period of active employment as a regular scheduled bus driver, a bus driver will receive one jacket with a removable winter liner, the style, design, color, quality and identifying markings to be determined by the Employer. The quality of the jackets shall be similar to the jackets provided in the previous year. Every effort shall be made to distribute jackets during the first week of school. The Employer shall require all drivers to wear the District jacket if weather conditions dictate.

2. Custodial/Maintenance/Mechanics/Food Service

The Employer shall, without cost to the employee, provide annually to each custodial/maintenance/food service employee three (3) shirts which shall be properly maintained by the employee, with the exception of the Boiler Maintenance employee who will receive five (5) shirts and five (5) pants. Mechanics shall be provided five (5) shirts and five (5) pants per week through a laundry service. Uniforms will be issued in September, annually. The Board will choose the vendor and employee shall then be responsible for reporting for fitting of uniforms. It is understood that with the approval of the Director of Operations a vendor option other than shirts and pants is a possibility. In addition, disposable rubber gloves shall be available at every work site.

J. Unscheduled School Closing

If the cancelled work hours are not to be rescheduled for work on a rescheduled student instruction day the employee will not be required to report for work and shall not be paid for such hours. Employees required to report on cancelled student instruction days/hours and for any hours worked during times when school is closed due to inclement weather shall be paid for all time worked at their regular rate of pay. Community Education and district evening class cancellations will not add an additional day for custodial/maintenance day employees.

When work is cancelled due to schools being closed to students and teachers on scheduled student instruction days which will be rescheduled for another date (in accordance with state law), employees scheduled to work, except custodial/maintenance and mechanic employees, shall not be required to report for the cancelled work hours and shall not be paid for such hours, but will work the rescheduled hours and be compensated as regularly scheduled work hours.

- 1.** If the cancellation of school is outside of the legislated number of hours allowed for "Act of God" hours whereby the school district would either have to make up said hour(s) or otherwise suffer a loss of state aid, and an employee has requested any type of paid leave (i.e. Association day, sick leave, bereavement leave, personal day, etc.), the request for leave shall be voided and without loss of time to the employee's respective leave bank. Any such hours that are outside of the "allowed" Act of God hours shall be rescheduled for a later date mutually agreed upon by the parties.
- 2.** If an employee attends a work-related conference or meeting on a date when school has been cancelled due to unforeseen circumstances, the employee shall be compensated for said hour(s).

K. Bus Driver Minimums

1. AM/PM Runs

Bus drivers will be paid a minimum of one and one-half (1 ½) hours pay for each A.M. and P.M. shift worked on regular scheduled routes and may be assigned job related duties for the remainder of the one and one-half (1 ½) hours if the regular scheduled route requires less than the time paid.

2. Midday Runs

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

3. Continuous Duty Time

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

4. Charter Runs

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

b. Saturday charters will be paid at a minimum of three (3) hours, whether the charter is taken or is cancelled, provided the assigned driver is allowed to report to the Transportation Center without notice of cancellation.

5. Pre-Trip Time

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

b. Saturday pre-trip time will be thirty (30) minutes.

6. Bus Driver Substitutes

Current bus driver substitutes will be given two (2) hours for their holiday, accumulated leave and vacation days. Beginning in 2005-06, all drivers must have worked a minimum of two hundred twenty-five (225) hours in the previous year to qualify for the above holiday, accumulated leave, and vacation days.

7. Shuttles

Drivers shall be paid at their regular rate of pay when driving shuttles that involve continuous driving. A shuttle is defined as less than 30 miles round trip.

L. Pay for Licenses

The employer will reimburse employees required by the Employer to operate school vehicles in the performance of their work duties, the additional cost above a regular operator’s driver’s license for any license and/or endorsement required by law to operate the vehicle. Payment will be at the one year anniversary with submission of proof of expenditure.

M. Drivers Meal Allowance (This language is suspended until this Agreement expires.)

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

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

5. **Meal Allowance Rates**

<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
\$ 4.75	\$ 6.75	\$ 10.50

Meals reimbursable upon receipt. Meal allowance reimbursement shall not be subject to the withholding of taxes.

N. Trainer’s Pay

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

O. Partial Half Days

When the Employer schedules one-half (1/2) days for a portion of the students, necessitating an additional trip to and from home for drivers, those drivers affected shall receive one (1) hour additional pay at the driving rate.

P. Shift Premiums

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

Q. Insurance Benefits

1. All employee groups working Thirty-Two and One-Half (32.5) or More Hours Per Week:

The Employer shall provide payment of 85% or \$15,000, whichever is less costly to the district, toward premiums for insurance for those who are scheduled to work at least thirty-two and one-half hours (32.5) hours per week.

Employees choosing PAK B will be responsible for 100% of the cost.

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

PAK A: MESSA Choices II with XVA2 Rider, Saver RX beginning 9-1-11
300/600 Deductable, \$20 office visit co-pay
Delta Dental 100/100/90/50 (Cap of \$2,500 per year)
Orthodontic Services with adult rider (\$2,500 lifetime maximum)
Vision VSP3, \$45,000 Life Insurance
LTD Insurance at 66 2/3%, \$4,500 monthly maximum
With 90 day waiting period (modified fill)

PAK B: Delta Dental 60/60/60/50 (Cap of \$2,500 per year)
Orthodontic Services with adult rider (\$2,500 lifetime maximum)
Vision VSP2 Silver, \$45,000 Life Insurance
LTD Insurance at 66 2/3%, \$4,500 monthly maximum
With 90 day waiting period (modified fill)

Cash in lieu payment of One Hundred Dollars (\$100.00) per month

All former (as of June 30, 2004) forty-eight (48) week or more secretaries shall be grandpersoned into PAK benefits.

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

Employees must comply with all eligibility requirements of the contract and the insurance carrier for coverage to become effective. Premium payments for eligible employees will be paid for months

between successive school work years for employees continuously employed. Premium payments will not be paid for periods on unpaid leave of absence or layoff.

2. Employees working twenty-four (24) or More Hours Per Week During Their Respective Work Years other Than Those Participating In the Above

The employer shall provide payment of 85% or \$15,000 whichever is less costly to the district, towards insurance premiums for employees hired before July 2, 1991. Employees employed after July 1, 1991, and who are regularly scheduled to work less than thirty-two and a half (32.5) hours per week, but at least twenty-four (24) hours per week, will be eligible to receive premium contribution toward health insurance benefits on a prorated basis (e.g., 50% at 24 hours, 75% at 28 hours) with Employer contribution not to exceed \$7,500 for employees working 24-27.99 hours per week and \$11,250 for employees working 28-32.49 hours per week. Employees choosing PAK B will be responsible for 100% of the cost. There will be no proration of cash in lieu. Any necessary employee contribution due to proration will be deducted from the employee's pay monthly and applied to the respective insurance premiums.

Benefits for employees working in the before and after school grant funded child care programs will be calculated on the traditional day school hours only, however, an employee may bid on one (1) before or after school grant funded program assignment in conjunction with a regular assignment and be eligible for overtime compensation, not to exceed two (2) hours of overtime per week for the duration of the grant.

4. **Bus Driver Eligibility**

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

5. **Health Insurance Bidding**

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

R. Section 125 Plan

Employee premium contributions will be paid through a Section 125 pre-tax account. The district shall establish flex accounts for bargaining unit members for medical expenses.

S. Travel Between Buildings and Elsewhere

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

T. Community Education Class Availability

Support staff may enroll at no cost in Community Education classes in accordance with the following conditions:

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

U. Compensatory Time

The provisions regarding compensatory time are as follows:

1. Comp time earned beginning in the 2010-11 school year must be used in the school year that it is earned.
2. Comp time may not be used for retirement earlier than the last contract day (i.e. no early retirement).
3. Comp time only for student contact during the school day or camp.
4. Current camp language is maintained.
5. Secretaries shall be given the option to work, the parent-teacher conference schedule and receive compensatory time or their regular hourly rate in conformance with the law and the current Master Agreement. One secretary per building will have this option on a rotating basis with seniority being the order in which the opportunity is offered. If the building secretary does not wish to work, a paraeducator will have this option on a rotating basis with seniority being the order in which the opportunity is offered.

- 6. Comp time must be approved prior to the actual accrual. Comp time is considered approved leave time.
- 7. Requests to use comp time should be submitted seven (7) days prior to the requested usage, if possible. Failure to submit a timely request may result in the denial of the request. The Supervisor's failure to respond within two (2) working days will result in approval of the request.

V. School Improvement Stipends

- 1. Secondary Level (eight (8) team members per building):
 - a. Five percent (5%) annually of the BA base rate for each of the following:
 - ~ Four (4) core area department chair SI team members
 - ~ One (1) Electives area department chair SI team member
 - ~ One (1) Special Education department chair SI team member
 - ~ One (1) SI Chairperson/District SI Representative
 - b. One and one-half percent (1 ½%) annually of the BA base rate for the following:
 - ~ One (1) WESSA SI team member
- 2. Elementary Level (seven (7) team members per building):
 - a. Three percent (3%) annually of the BA base rate for each of the following:
 - ~ Four (4) core area department chair SI team members
 - ~ One (1) SI Chairperson/District SI Representative
 - b. One and one-half percent (1 ½%) annually of the BA base rate for each of the following:
 - ~ One (1) non-core area SI team member
 - ~ One (1) WESSA SI team member

ARTICLE XIII

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

- A. Any employee, group of employees, or the Association believing that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement or any existing rule, order or regulation of the Board, and any other provisions of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative.
- B. The procedure governing grievances shall be as follows:

Definitions:

- 1. A "complaint" is an alleged violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.
- 2. A "grievance" is a complaint which has not been resolved and which has been reduced to writing.

3. The "Aggrieved Party" is the person or persons, or Association making the claims.

General Principles:

1. The primary purpose of this procedure is to secure at the lowest level possible, solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
2. Employees have the right to review their own file. Nothing contained herein shall be construed as limiting the right of any employee with a complaint to discuss the matter informally with any appropriate member of the Administration. Nothing contained herein shall be construed to prevent any individual employee 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, provided, that the Association has been given the opportunity to be present at such adjustment.
3. Both the administration and the aggrieved party want a timely and expedient resolution to the problem. An agreement to extend timelines, or suspend timelines is always possible if the two sides agree. If, however, no suspension of timelines is agreed upon, and if timelines are violated the grievance proceeds to the next level immediately. (If two timeline constraints are violated by the administration the administration's response is seen as to grant the aggrieved's position).

Procedure:

1. **Level One**
An employee or group of employees, or the Association shall within fifteen (15) work days of its alleged occurrence or 15 work days from the date the employee learned of the violation, orally discuss the complaint with the building supervisor and the Representative of the Association in an attempt to resolve the matter. If no resolution is obtained within five (5) work days following the discussion, the grievant may express a grievance in writing and process in accordance with Level Two, on the Grievance Form as shown in the Appendix C.
2. **Level Two**
Any grievance filed by an employee, group of employees or the Association must be filed within five (5) work days from the end of Level One. The Board hereby designates for its representatives for such purposes the principal/supervisor in each school building and the Superintendent of Schools or the Superintendent's representative when the particular grievance arises in more than one building. The Association hereby designates the President of the Association or designated representative, as the local agent for processing grievances. Within five (5) work days of the receipt of the grievance (Level 2) the designated representative of the Board shall meet with the designated representative of the Association in an effort to resolve the grievance. The affected grievant(s) may or may not be present at such meeting.
3. **Level Three**
If the meeting is with the principal/supervisor and the parties cannot agree, the grievance shall be promptly transmitted within five (5) work days to the Superintendent or designated representative who shall have five (5) work days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent or designated representative, that person will have ten (10) work days from receipt to approve or disapprove it. If the grievance is denied by the Superintendent or designated representative, either in review of the action of the principal/supervisor, or as the initial response, the Superintendent or designated representative shall answer the grievance in writing and the grievance with the answer shall be transmitted to the Association. The Association shall have twenty (20) work days to file a demand for arbitration with the American Arbitration Association.

4. Level Four

Upon the filing of a demand for arbitration, an arbitrator shall be appointed under the rules of the American Arbitration Association, which shall likewise govern the hearing. The arbitrator so selected will confer with the parties and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearing. The costs of the arbitrator shall be shared equally by the Board and the Association. The Board and Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Board and to the Association. The Arbitrator's decision shall be in writing and will set forth findings of facts, reasons, and conclusions on the issues submitted, and shall be final and binding upon all parties concerned. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. The Arbitrator's authority shall be limited to deciding whether a specific Article and Section of this Agreement has been violated and shall be subject in all cases to the rights and responsibilities and authority of parties under the Michigan General School Law or any other National, State, County, District or Local Laws.

Miscellaneous:

1. A complaint or grievance may be withdrawn at any level without prejudice of interpretation of the Agreement.
2. The complaint discussed and the decision rendered at Level One shall be placed in writing upon request of either party. Decisions rendered at other levels shall be in writing and shall promptly be transmitted to the aggrieved parties.
3. No reprisals of any kind shall be taken by or against any aggrieved party or any participation in the grievance procedure by reason of such participation.
4. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.
5. It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the limits and procedure as set forth herein.
6. In the event a grievance is filed after May 1st of any year and strict adherence to the time limits may result in hardship of any aggrieved party, the Superintendent or designated representative shall use every effort to process such grievance prior to the end of the school term or as soon thereafter as possible. If the grievance is processed to arbitration the Association may submit the grievance to expedited arbitration under the rules of the American Arbitration Association.

- C. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XIV

EVALUATION

A. Conference

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

B. Employee Signature

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

C. Employee Rebuttal

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

D. Evaluation Conducted by Supervisors

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

E. Evaluation Committee

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

F. Evaluation Not Conducted

If an employee is not evaluated during the work year, that employee's work performance shall be considered satisfactory.

ARTICLE XV

USE OF THE INTERNET/INTRANET BY WEA/WESSA MEMBERS

A. Purpose

1. The parties recognize that the Internet/Intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related, Board of Education and Association endeavors.

2. Employee use of the Internet/Intranet is appropriate under all of the following circumstances:
 - a. Support of the academic program;
 - b. Telecommunications;
 - c. Association activities; and
 - d. Reasonable personal and recreational usage to the extent that such use does not violate the Master Agreement and does not interfere with the member's assigned duties and responsibilities.
3. The employees may not use the District's Internet/Intranet for commercial for-profit purposes.
4. The parties recognize that there is no legitimate expectation of privacy in electronic mail communications.
5. The parties agree to form an Internet/Intranet Acceptable Use Committee, with three (3) members appointed annually by the Associations and three (3) members appointed annually by the Administration.
6. Tech Liaisons will annually review with building staff, strategies to avoid unintentional violations of Internet/Intranet usage.
7. The Employer agrees to provide insurance coverage for any unintentional damage that may result to the Employer's computer system while on school property or at a school sponsored activity. The employee will assume responsibility for damage to the computer system at all other times.

B. Discipline-Related Issues

1. The Employer agrees not to cease an employee's use of the Internet/Intranet due to an unintentional violation of this Article.
2. When a student or employee misuses the Internet/Intranet, the parties agree to jointly complete a thorough investigation of the alleged misuse. Bargaining unit members shall not be disciplined for a student's misuse of the Internet/Intranet.

C. Privacy Issues

The Employer will provide each employee with a password for accessing the Internet/Intranet and electronic mail. The employees agree to maintain confidentiality with regard to their passwords, however, it is understood that the Employer will have access to all such passwords, which will be kept in a safe and confidential location.

D. Objectionable Materials

1. The Employer and employee agree to discipline students for unauthorized use of the Intranet/Internet, including unauthorized use of an employee's password.
2. The parties agree that employees shall not intentionally access inappropriate web sites.

E. Violation of Intellectual Property Laws

No employee shall be disciplined for any unintentional violation of any copyright, patent trademark, or other intellectual property infringement.

ARTICLE XVI

SUBCONTRACTING AND WORKING SUPERVISORS

A. Subcontracting

The Employer retains the right to contract and/or subcontract work performed by non-instructional support staff. However, the Employer agrees that contracting or subcontracting of bargaining unit work performed by Paraeducators and Teacher Assistants will not be utilized to deny bargaining unit members employed in these classifications their regularly scheduled and normal working hours.

B. Working Supervisors

1. As is presently the case, supervisors employed as of September 1, 1993, may perform bargaining unit tasks in the course of their employment and such shall not be construed as taking work from the bargaining unit. Supervisors employed after 09/01/93 shall comply with number 2. below with regard to all bargaining unit work.
2. With regard to work that is normally and regularly performed by custodial/maintenance/mechanic employees, supervisors shall not normally and/or routinely perform such work as a regular assignment, except in cases of an emergency arising out of an unforeseen circumstance which calls for immediate attention or in cases of instruction or training of employees. However, the Employer may assign one (1) supervisor on a regular basis to work with custodial/maintenance and/or mechanic employees and perform such work on a routine basis.

C. Termination of Operation

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

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

D. State Mandates

The parties acknowledge that the District may be required by applicable state law to bid the provision of support services, in order to receive or maintain a full foundation grant or other State Aid. In that event, nothing in this Agreement will preclude the District from bidding such support services.

ARTICLE XVII

CONTINUITY OF OPERATIONS

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

ARTICLE XVIII

DURATION OF AGREEMENT

A. Entire Agreement

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

B. Separability

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

C. Waiver

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

D. Term of Agreement

This Agreement shall become effective August 15, 2011 and expires August 14, 2013, at which time it shall terminate unless extended by written agreement of the parties.

E. Successor Negotiations

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

**APPENDIX A
SUPPORT STAFF PAY SCALE
2011 – 2013**

Bus Drivers						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-2012	\$13.74	\$14.04	\$14.32	\$14.62	\$14.92	\$15.21
2012-2013	\$13.74	\$14.04	\$14.32	\$14.62	\$14.92	\$15.21

Bus Drivers – Charter Rate

2011-2012 \$10.82
2012-2013 \$10.82

Secretarial/Clerical						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-2012	\$12.38	\$12.83	\$13.78	\$14.73	\$15.68	\$16.62
2012-2013	\$12.38	\$12.83	\$13.78	\$14.73	\$15.68	\$16.62

Food Service/Production & Utility						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-2012	\$10.42	\$10.63	\$10.93	\$11.31	\$11.67	\$12.11
2012-2013	\$10.42	\$10.63	\$10.93	\$11.31	\$11.67	\$12.11

Food Service/Van Drivers						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-2012	\$10.42	\$10.78	\$11.07	\$11.46	\$11.82	\$12.27
2012-2013	\$10.42	\$10.78	\$11.07	\$11.46	\$11.82	\$12.27

Food Service/Utility Production/Cashier/Ala Carte						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-2012	\$10.48	\$10.87	\$11.16	\$11.52	\$11.90	\$12.36
2012-2013	\$10.48	\$10.87	\$11.16	\$11.52	\$11.90	\$12.36

Food Service/Lead Cooks						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-2012	\$10.87	\$11.23	\$11.52	\$11.90	\$12.27	\$12.73
2012-2013	\$10.87	\$11.23	\$11.52	\$11.90	\$12.27	\$12.73

Teacher Assistants						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-2012	\$16.44	\$17.28	\$18.62	\$19.96	\$21.30	\$22.66
2012-2013	\$16.44	\$17.28	\$18.62	\$19.96	\$21.30	\$22.66

Paraeducators						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-2012	\$10.31	\$10.91	\$11.76	\$12.61	\$13.46	\$14.31
2012-2013	\$10.31	\$10.91	\$11.76	\$12.61	\$13.46	\$14.31

Technology Liaison						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-2012	\$19.25	\$20.03	\$20.20	\$20.33	\$20.55	\$20.78
2012-2013	\$19.25	\$19.53	\$19.70	\$19.83	\$20.05	\$20.28

Custodial						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-2012	\$13.81	\$14.11	\$14.26	\$14.40	\$14.62	\$14.85
2011-2012	\$13.81	\$14.11	\$14.26	\$14.40	\$14.62	\$14.85

Custodial/Utility/Head Elementary						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-2012	\$14.19	\$14.49	\$14.62	\$14.77	\$15.01	\$15.21
2012-2013	\$14.19	\$14.49	\$14.62	\$14.77	\$15.01	\$15.21

Custodial/Head Secondary/Extended School Year						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-2012	\$14.56	\$14.85	\$15.01	\$15.15	\$15.36	\$15.60
2012-2013	\$14.56	\$14.85	\$15.01	\$15.15	\$15.36	\$15.60

Custodial/General Maintenance/Grounds/Mechanic Helper						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-2012	\$15.06	\$15.35	\$15.51	\$15.65	\$15.86	\$16.10
2011-2012	\$15.06	\$15.35	\$15.51	\$15.65	\$15.86	\$16.10

Custodial/*Maintenance II						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-2012	\$15.42	\$15.71	\$15.87	\$16.01	\$16.24	\$16.46
2012-2013	\$15.42	\$15.71	\$15.87	\$16.01	\$16.24	\$16.46

Custodial/Skilled Trades						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-2012	\$17.08	\$17.36	\$17.53	\$17.66	\$17.88	\$18.11
2012-2013	\$17.08	\$17.36	\$17.53	\$17.66	\$17.88	\$18.11

Custodial/**Licensed Skilled Trades						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-2012	\$18.29	\$18.58	\$18.73	\$18.88	\$19.09	\$19.31
2011-2012	\$18.29	\$18.58	\$18.73	\$18.88	\$19.09	\$19.31

Custodial/**Head Mechanic						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-2012	\$18.63	\$18.82	\$19.08	\$19.22	\$19.43	\$19.67
2012-2013	\$18.63	\$18.82	\$19.08	\$19.22	\$19.43	\$19.67

* Three (3) certifications are required to move from General Maintenance to Maintenance II. The District will provide for the cost of such training. 1) Pesticide Applicator's Certificate, 2) 16-Hour Asbestos Training, 3) Certified Boiler Operator.

**** Employees hired into Licensed Skilled Trades/Head Mechanic classifications will be required to have appropriate certification/journeyman license. The Board will pay for the renewal of licenses.**

II. Longevity

Based on the employee’s date of hire into the bargaining unit, the following rates will be given:

School Year	10 Years	15 Years	20 Years
2007-2013	\$0.45	\$0.95 (\$0.50)	\$1.60 (\$0.65)

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

The Association agrees to relinquish its rights to the 1% of the 2010-2011 Salary negotiated into a 403B upon the bargaining unit members’ separation from the District as agreed to in the 2010-2011 master agreement. If a bargaining unit member separated from the District during or at the end of the 2010-11 school year and received the 1% payment, the member shall not be required to return that payment to the District.

III. General Provisions

A. Experience Credit

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

B. Step Advancement

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

C. New Hires

New hires shall not be placed any higher than Step 3 on the wage schedule.

APPENDIX B

GRIEVANCE REPORT FORM

Grievance # _____

Wyoming Public Schools/Kent County Education Association

Name of Grievant	Building	Assignment	Date Filed
------------------	----------	------------	------------

Level I

A. Date cause of grievance occurred _____

B. Specific article/law/rule/regulation violated _____

C. Statement of grievance: _____

D. Remedy requested: _____

Signature of Grievant

Date

Signature of Association Representative

Date

E. Date of meeting with supervisor: _____

F. Disposition (Supervisor): _____

Signature of Supervisor

Date

G. Disposition of Grievant: _____

Signature of Grievant

Date

Signature of Association Representative

Date

Level II

A. Date of Meeting with representative from Human Resources: _____

B. Disposition (management): _____

Signature of Representative from Human Resources Date

C. Disposition of Grievant: _____

Signature of Grievant Date

Signature of Association Representative Date

Level III

A. Date Received by Superintendent or Designee: _____

B. Date of Meeting with the Superintendent or Designee: _____

C. Disposition (management): _____

Signature of Superintendent/Designee Date

D. Disposition of Grievant: _____

Signature of Grievant Date

Signature of Association Representative Date

E. Date Received by Association Grievance Committee: _____

F. Disposition of Association Grievance Committee: _____

Signature of Association Representative Date

Level IV

Binding Arbitration

A. Date Appealed to Arbitration: _____

**WYOMING PUBLIC SCHOOLS
SUPPORT STAFF EVALUATION FORMS**

PLAN A

Recognition Form

It is agreed that for the 2010-11 school year, _____
(employee)

will be submitting to my office, no later than November 1, 2010, a Self-Enhancement

Plan. This plan will be in lieu of _____, being
(employee)

evaluated under Plan B with appropriate timelines.

Administrator Date

Employee Date

White – Human Resources

Canary – Employee

Pink – Administrator

**WYOMING PUBLIC SCHOOLS
OBSERVATION FORM
Plan B**

Employee _____ School _____

Date _____ Time of Observation _____

Observed -- _____

The administrator should record observation information on this form and attach any other form and/or comments to evaluate performance.

I. Effectiveness

A. Demonstrates Evidence of Planning and Preparation _____

B. Demonstrates Ability to Instruct _____

C. Demonstrates the Ability to Evaluate _____

D. Classroom/Work Atmosphere _____

White-Personnel Office Canary – Employee (Evaluatee) Pink – Administrator (Evaluator)

**WYOMING PUBLIC SCHOOLS
OBSERVATION FORM
Plan B**

II. Overall Effectiveness

Summary

Comments: _____

Overall Assessment of Performance to Date: ___ Satisfactory ___ Unsatisfactory ___ Needs Improvement

Signatures

Employee Date

Evaluator Date

Employee Comments: _____

LETTER OF UNDERSTANDING
BETWEEN
THE WYOMING PUBLIC SCHOOLS
AND
THE WYOMING EDUCATIONAL SUPPORT STAFF
ASSOCIATION (WESSA)/KCEA
RE: AUDITORIUM TECHNICIAN POSITION

The above named parties agree to the following provisions:

1. Overtime will be paid for the following:
 - a. Sunday work
 - b. Time worked over the forty (40) hours per week
 - c. Saturday work that is within a scheduled six-day week
 - d. Work in excess of eight (8) hours in a day

2. Overtime will not be paid for Saturday work when the Auditorium Technician can schedule, with the immediate supervisor's approval, an additional week-day off.

For the District
Coni L. Sullivan, Assistant Superintendent

For the Association
Juanita Raterink, WESSA President

For the Association
Kathleen Maka
KCEA/MEA/NEA Representative Negotiator

Dated this 15th day of August, 2007.