

MASTER AGREEMENT

BETWEEN

WHITMORE LAKE  
PUBLIC SCHOOL DISTRICT

AND

WHITMORE LAKE  
PARAPROFESSIONAL/FOOD SERVICE  
ASSOCIATION, MEA/NEA

July 1, 2013 – June 30, 2014

## TABLE OF CONTENT

	<u>PAGE</u>
Agreement .....	1
 <u>ARTICLE</u>	
1 Recognition.....	1
2 District Rights.....	2
3 Agency Shop.....	3
4 Association and Employee Rights.....	3
5 Discipline of Employees.....	4
6 Evaluations.....	4
7 Seniority and Probationary Period.....	5
8 Layoff and Recall.....	6
9 Vacancies.....	7
10 Paid Leave Days.....	7
11 Unpaid Leaves.....	9
12 General Provisions.....	9
13 Miscellaneous Provisions.....	10
14 Grievance Procedure.....	11
15 Insurance Benefits.....	14
16 Holidays.....	14
17 Wage Rates and Related Issues.....	15
18 Compensation.....	16
19 Working Conditions.....	17
20 Duration.....	19

## AGREEMENT

This Agreement is entered into between the Board of Education of the Whitmore Lake Public Schools, hereinafter referred to as the "District" and Michigan Education Association, hereinafter referred to as the "Union."

The term "employee" when used in this Agreement, shall refer to all employees represented by the Union as set forth in the recognition clause and references to the masculine gender shall include female employees.

### ARTICLE 1 RECOGNITION

- A. The District hereby recognizes the Union as the exclusive bargaining agent as defined in Section 11 of Public Act 379 of 1965 as amended, for all full-time and regularly scheduled part-time Special Education, Title 1, Student Services, Kids Club paraprofessionals, and Preschool paraprofessionals, Assistant Cooks, Dishwashers, Servers and Food Service Cashiers.

Excluded from the unit are playground, at-risk, lunchroom and transportation aides, substitutes, Head Cooks, supervisors and all other employees.

Further excluded from the terms and conditions of the Agreement are students, volunteers, temporary hourly help, not employed on a regular basis.

Temporary hourly help shall be defined as persons employed to meet seasonal needs or to fill employment demands of a particular temporary situation. The use of temporary hourly help will not result in the replacement of any bargaining unit employee's regularly scheduled hours. In no case, will the employment of temporary employees exceed ninety (90) continuous workdays.

- B. "Substitutes" shall be defined as a person scheduled to work in the absence of a regular employee on a leave of absence (paid or unpaid) and during the period of time required to post and fill vacancies.

"Student" shall be defined as a full-time student of the District.

- C. Except as set forth in Section A and B above, the job functions which have been exclusively assigned to bargaining unit employees shall not be transferred to another district employee outside of the bargaining unit.

- D. Those bargaining unit employees holding positions outside of the bargaining unit, will be considered non-unit employees for the time periods outside of the unit, except that no bargaining unit member shall be involuntarily assigned to positions outside of their job classification. The hours worked outside of the bargaining unit shall not be considered for purposes of benefits and other entitlements under this Agreement.

### ARTICLE 2 DISTRICT RIGHTS

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. Further, all policies of the Board of Education as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force

and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board.

The District reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however that the exercise of such rights shall only be limited by express provisions of this Agreement.

Rights reserved herein by the District, which shall be exercised exclusively by the District, shall include by way of example, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the work force and affairs of the District.
2. Continue its rights of assignment and direction of work of its personnel; to determine the number of shifts, hours of work, length of work year, starting and ending times, and scheduling of all the foregoing; and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, evaluate, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees and to determine the size of the work force and to lay off employees.
4. Adopt rules and regulations.
5. Determine the qualifications of employees, including physical conditions.
6. To determine the policy affecting the selection, testing or training of employees.

**ARTICLE 3**  
**PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- A. The Union agrees to save the District, including each individual Board of Education member, administrator and supervisor, harmless against any and all claims, damages, suites or other actions from whatsoever source as it relates to any implementation of any agency shop provisions.
- B. Employees may organize together or form, join, or assist in labor organizations; engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection; or negotiate or bargain collectively with their public employers through representatives of their own free choice.
- C. Employees may refrain from any or all of the activities identified in Paragraph A.
- D. No Person shall by force, intimidation, or unlawful threats compel or attempt to compel any public employee to do any of the following:
  - 1. Become or remain a member of a labor organization or bargaining representative or otherwise affiliate with or financially support a labor organization or bargaining representative.
  - 2. Refrain from engaging in employment or refrain from joining a labor organization or bargaining representative or otherwise affiliating with or financially supporting a labor organization or bargaining representative.
  - 3. Pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.

**ARTICLE 4**  
**ASSOCIATION AND EMPLOYEE RIGHTS**

- A. Requests for the use of District facilities and equipment by the Union, shall be directed to the Superintendent's Office. Costs incurred by the District associated with such use will be subject to reimbursement by the Union. The Union will assume the cost of any damages associated with such usage beyond normal wear and tear.
- B. The Union may use the interdistrict mail system and boxes for the distribution of information to unit members.
- C. Authorization by external agents of the Union to conduct Union business on district premises are to be directed to either the Superintendent's or building principals office.
- D. Each employee shall have the right to review his/her personnel file. Requests for such reviews are to be directed to the Superintendent's Office and must be preceded by at least twenty-four (24) hours notice.

Employees will be provided with copies of evaluations and disciplinary documents placed into the file. Employees may attach written comments to such materials.

Personnel files may not be removed from the Superintendent's Office. The Superintendent or his/her designee will be present during the review. It is understood that the destruction or altering of material in the

file is grounds for immediate dismissal.

**ARTICLE 5**  
**DISCIPLINE OF EMPLOYEES**

- A. No employee shall be disciplined without just cause. When discipline is issued, all information forming the basis for the action shall be made available to the employee and the Union.
- B. Upon request of an employee, the employee shall be entitled to have a Union representative present when being disciplined or when being questioned regarding a matter for which the employees has reason to believe that discipline may be issued.
- C. This Article shall not apply to probationary employees.

**ARTICLE 6**  
**EVALUATIONS**

- A. Each bargaining unit member will be evaluated by his/her immediate supervisor at least once annually for the purpose of assessing the employee's work performance, identifying performance areas requiring improvement, and developing a performance improvement plan, when appropriate. If it is deemed that a performance improvement plan is appropriate, follow-up evaluations may be conducted in accordance with such plan. Performance improvement plans shall consist of the specific area for improvement, support that will be given by his/her immediate supervisor, indication of what will determine successful improvement and the time-frame in which improvement will be expected.
- B. All evaluations will be provided in writing to the employee with a copy being placed in the employee's personnel file. The immediate supervisor will meet with the employee to discuss the evaluation. Upon receipt of the evaluation, the employee shall sign the evaluation form, acknowledging such receipt. However, in no case shall the employee's signature be construed to mean that he/she necessarily agrees the content of the evaluation.
- C. If the employee disagrees with the evaluation, he/she may submit a written response to his/her immediate supervisor within fifteen (15) working days of receiving the evaluation. The written response shall be attached to the evaluation form included in the employee's personnel file. Under no circumstances shall the contents of an evaluation be subject to the grievance procedure.
- D. The evaluation form itself shall not be considered a disciplinary document; however, the parties recognize and acknowledge that performance issues identified during the evaluation process may result in subsequent disciplinary action being taken in accordance with this Agreement.
- E. In the instance of K-12 paraprofessionals, teaching staff may provide input for the evaluation.
- F. No bargaining unit member shall be permitted to conduct or give input on a performance evaluation of another bargaining unit member.

**ARTICLE 7**  
**SENIORITY AND PROBATIONARY PERIOD**

- A. Employees newly hired into the bargaining unit shall serve a sixty (60) workday-probationary period. Any work time missed during the probationary period shall serve to extend the probationary period.

Probationary employees will not be entitled to paid leave time or other benefits under this Agreement.

- B. Upon the completion of the probationary period, the employee shall be granted seniority to his/her first day of work.
- C. If a probationary employee is not deemed satisfactory after the completion of the probationary period, the District may contact the Association for the purpose of extending the probationary period.
- D. Seniority shall be defined as the length of continuous uninterrupted service with the following categories:

<b>Category</b>	<b>Job Titles within Category</b>
K-12 Paraprofessionals	All Special Education; Title I Paraprofessionals
Child Care	All Childcare Paraprofessionals
Pre-School	Pre-School aides Paraprofessionals; Tuition Pre-School Paraprofessionals
Food Service	Assistant Cooks; Dishwashers; Cashiers, Servers

Seniority shall accrue during periods of layoff, unpaid leaves and paid leaves. No seniority shall accrue for periods of employment outside of the bargaining unit or periods of prior employment for those who sever employment and are later rehired.

The seniority of employees transferring between categories shall be frozen in their former category.

Any ties in seniority will be broken by using the last four digits of the employees' social security number.

- E. A seniority list for each category will be distributed at least once per year.
- F. The Superintendent will notify the Union President when new positions are created which do not fit into an existing category. The notice will include the proposed category and wage rate which will be subject to negotiations upon written request by the President provided the request is received within seven (7) calendar days of the receipt of the notice.

This section will not apply where there is a dispute regarding the inclusion of a position, which will be directed to the procedures afforded through the Michigan Employment Relations Commission.

**ARTICLE 8**  
**LAYOFF AND RECALL**

- A. A layoff shall be defined as a total elimination of a position or a reduction of two (2) or more hours per day for a position within a single fiscal year (July 1 to June 30).
- B. In the event the District determines it necessary to implement a layoff, the following procedures will be utilized:

- 1. The employees within the effected positions within the category, shall be assigned to another position within the category with the same job title.

The assignment in such instances shall be to a position with the same number of daily hours. If no such position exists, the assignment will be to the position with the same job title with the next closest (lower) number of daily hours.

- 2. If no such position with the same job title exists under B-1 above, the employee will be

assigned to a position with another job title within the same category using the criteria for placement according to hours detailed in B-1.

3. If no such position within the category exists under B-1 or 2, the employee will be assigned to another category where the employee has frozen seniority using the criteria for placement according to hours detailed in B-1 above.

Category and job title as used in this Article, shall be as defined in Article 7-B.

- C. Vacancies will not be posted while employees are laid off who are eligible for recall. Employees who are displaced but not completely laid off, shall not be considered eligible for recall.

Seniored employees shall be eligible for recall for a period of three (3) calendar years from the effective date of the employee's layoff.

Employees will be recalled to positions within the category from which the employee was laid off or a position within a former category where the employee has frozen seniority.

- D. In order to be assigned under the layoff and recall procedures, the employee must be qualified and have more seniority within the category than another employee.

## ARTICLE 9 VACANCIES

- A. The District shall post vacancies that the Board intends to fill within the bargaining unit at the central office in each building where unit employees work. Job descriptions will accompany the posting where available. Interested personnel shall apply in writing within seven (7) calendar days from the published date of the vacancy notice.
- B. The District reserves the right of selection of the best qualified candidate from those internal and external candidates.
- C. The reassignment of bargaining unit personnel granted a position may be postponed at the District's option until the end of a quarter or semester. In such instances, substitutes will be utilized to temporarily fill the position.

## ARTICLE 10 PAID LEAVE DAYS

- A. Employees will be credited with ten (10) days of sick leave per year, five (5) days to be credited on the first pay of the school year and the remaining five (5) days to be credited no later than the second pay in January.

Unused sick leave days will accumulate from year to year to a maximum of seventy (70) days.



In the event an employee leaves prior to the completion of a full year of service or is approved for an unpaid leave of absence during the year, any days used prior to the time they would otherwise have been earned, will be payroll deducted or otherwise owed to the district. Sick "days" will be accumulated and used in hours based on the employee's regular schedule at the time.

B. Accumulated sick leave days may be utilized for the following reasons:

1. Illness of the employee.
2. Illness of the employee's spouse, child or parent.
3. The use of sick leave for routine doctor and dentist appointments is prohibited except in cases where other scheduling options are not available.
4. Employees receiving Worker's Compensation pay will receive prorated sick leave to the extent available to continue daily pay at the employee's regular daily rate. If he/she has no sick leave accumulation or has exhausted his/her accumulation, the employee will no longer receive prorated payments.

C. Employees shall be granted two (2) Personal Business days per year, credited to the employee at the same time and in the same manner as sick leave. The use of such day(s) is unrestricted in the use.

Requests for personal business days must be submitted seventy-two (72) hours in advance unless the employee can demonstrate an emergency exists preventing the submission of timely notice.

Any personal business days remaining at the end of the school year shall be added to the employee's sick leave accumulation.

D. Employees will be granted up to five (5) workdays leave with pay, per occurrence, in the event of the death of the employee's spouse, child, parent, mother-in-law or father-in-law.

Employees will be granted up to three (3) workdays leave with pay, per occurrence, in the event of the death of the employee's sister, brother, grandparents, sister-in-law or brother-in-law.

E. Employees will be paid the difference between any amounts paid for jury duty (excluding mileage) and the employee's regular daily rate of pay. Such payments will be issued following receipt of the appropriate documentation from the employee.

F. Employees may be required to supply a doctor's verification or other information to verify the reason for an absence or where questions arise concerning fitness for duty.

When the District directs an employee to see a physician or other licensed professional, the employee will execute a release and the District will assume the cost of the office visit unless the cost is covered through another insured source. In the event the other insured source requires a co-payment, the district will also reimburse for the co-payment.

## ARTICLE 11

## UNPAID LEAVES

- A. Any employee interested in applying for an unpaid leave of absence (including unpaid days off) must submit a written application to the Superintendent which includes the requested beginning and ending date of the leave and the purpose for requesting the leave.
- B. It is expressly understood the right to grant or reject a leave request rests solely with the Board of Education, or should the Board elect, with the Superintendent. No leave of absence (including Worker's Compensation) will be authorized for a period in excess of twelve (12) months from the last day on payroll. The Board may at its discretion, extend a leave upon written request of the employee. The denial of a leave request is not subject to the grievance procedure.
- C. During an authorized leave of absence, the District reserves the right to fill the position of the absent regular employee with a substitute.

At the expiration of the leave, the employee will be returned to the substitute's position.

Where the leave is for reasons other than health, the employee must provide not less than thirty (30) calendar days notice of intent to return or will be considered a voluntary resignation. Employees on health related leave will provide notice as soon as the employee's physician or other licensed professional identifies an authorized return date.

## ARTICLE 12 GENERAL PROVISIONS

- A. The following provisions will apply to lunch and break periods:
  - 1. Except as set forth herein, K-12 Aides, Child Care and Pre-School employees scheduled to work at least seven (7) hours per day shall receive at least a thirty (30) minute duty-free unpaid lunch period each full instructional day.  
  
Special Education Aides who are designated by the administration as "on call" during the aides lunch period, will receive a paid lunch period.
  - 2. Foodservice employees will receive one (1) fifteen (15) minute paid break for each three (3) and one-half (3.5) hours worked.
  - 3. With the exception of Special Education Aides, K-12 Aides, Childcare and Pre-School employees regularly scheduled to work at least seven (7) hours per day, shall receive two (2) fifteen (15) minute paid breaks each full day of instruction. Such employees working at least five (5) hours per day will receive one (1) fifteen (15) minute paid break.  
  
Special education aides will receive one (1) fifteen minute (15) paid break per day.  
  
Except as set forth in Section A (2) above, foodservice employees will not receive paid breaks.
  - 4. The schedule for breaks and lunches will be established by supervision. Unless mutually agreed upon by the employee and the supervisor, scheduled breaks and lunch periods shall not be scheduled at the beginning or end of the employee's work day with the exception of food service employees.

- B. Employees in the Latchkey, Childcare and Preschool Programs may have hours reduced or be sent home without pay on a given day due to low student attendance or program participation.

The staffing assignments in the Childcare program will be voluntary during the summer and other break periods to the extent sufficient volunteers exist from within the program.

**ARTICLE 13**  
**MISCELLANEOUS PROVISIONS**

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations and restrictions imposed upon the District. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between which is executed by the District and the Union.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement each had the opportunity to make demands with respect to any subject not removed by law from the area of collective bargaining. Therefore, the Union for the life of this Agreement, agrees that the District shall not be obligated to bargain collectively with respect to any subject covered or not covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time this Agreement was negotiated.
- C. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.
- D. This Agreement supersedes any previously existing rules, regulations or practices, which are inconsistent with its terms.
- E. The District will produce the final draft of this Agreement and will provide photo copies for covered employees.
- F. Upon successful completion of the probationary period the employer will reimburse employees for the cost of finger printing and the criminal history check.

Note: By letter of agreement the Board will pay for the fingerprinting and criminal history checks of current employees. Current means as of the date of ratification.

- G. The Kids Club registration fee will be waived for employees in this bargaining unit.
- H. Employees not working in Kids club will be paid for time lost due to inclement weather up to the maximum allowed to the District before make up time is required. Compensation for such hours will be based on the actual work schedule of the employee in relation to the time cancelled due to the inclement weather up to the District's maximum.

Employees called in to work on those days will not be paid extra for such work.

**ARTICLE 14**  
**GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this contract.

The discipline and discharge of probationary employees shall not be the basis of any grievance filed under the procedure outlined in this Article.

- B. The Union shall designate one steward per building to handle grievances at Level 1.

- C. The term "days" as used herein shall mean workdays.

- D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall contain a synopsis of the facts giving rise to the alleged violation;
3. It shall cite the section or subsections of this contract alleged to have been violated;
4. It shall contain the date of the alleged violation;
5. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper and prohibit further processing of the grievance.

- E. **Level One A** - An employee alleging a violation of the express provisions of this contract shall within five (5) days of its occurrence or knowledge of its occurrence orally discuss the grievance with his immediate supervisor in an attempt to resolve same. An Association representative may be present during these discussions if requested by the grievant.

If no resolution is obtained within three (3) days of the discussion with the immediate supervisor, the steward, if in agreement with the grievant, shall reduce the grievance to writing and proceed to Level One B.

**Level One B** – Within three (3) days of the discussion in Level One A the written grievance shall be presented to the immediate supervisor. Within five (5) days of receipt of the grievance, the principal shall meet with the Local Unit Grievance committee and the Grievant to attempt to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days of the meeting and shall furnish a copy to the Local Unit Grievance Committee and the Grievant.

**Level Two** – If the Association disagrees with the immediate supervisor's disposition or no answer is received at Step One B, a copy of the written grievance shall be filed with the Superintendent or his designated agent within ten (10) days of the discussion at Level One B. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Union representative to discuss the grievance. Within five (5) days of the

discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, and the Union representative. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the Union shall request a hearing with the Board's Grievance Committee within ten (10) calendar days of the receipt of or the day the Superintendent's disposition is due. No individual shall have the right to process a grievance to Level Three.

**Level Three** - Within twenty (20) days of the date of filing with the Board's Grievance Committee the Committee shall conduct a hearing with the grievant and/or his her designated union representative. Within ten (10) days after said hearing the Board's Grievance Committee shall indicate in writing its disposition of the grievance. If the Union is unsatisfied with the disposition the union may within fifteen (15) work days file a letter of intent to arbitrate the grievance with the Superintendent's Office.

**Level Four** - Within ten (10) days, either party may submit the grievance to the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties, and the arbitrator's decision shall be implemented immediately.

F. General Arbitration Provisions:

1. The arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
2. It is expressly understood that no grievant arising subsequent to the expiration date of this Agreement shall be arbitrated absent mutual agreement between the parties.
3. The cost of the arbitrator shall be divided equally between the parties.
4. An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case at hand.
5. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.
6. The arbitrator shall have no power to:
  - a. Rule on an issue previously barred from the scope of the grievance procedure.
  - b. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
  - c. Award compensatory or punitive damages.
  - d. Issue a back pay award for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date the grievance was filed.
  - e. Establish wage schedules.
  - f. Rule on an issue involving contents of an employee evaluation.

- g. Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g. Wage and Hour, E.E.O., M.E.R.C., etc.).
- G. Should the grievance not be initiated within the time limits and procedures specified herein, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, or leave the employ of the board, all further proceedings on a previously instituted grievance shall be barred.
- H. The Union shall have no right to initiate a grievance involving the right of an employee or group of employees without his or their express approval.
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a employee or a participating Union representative are to be at their assigned duty stations except as agreed by the parties. In such instances employees will suffer no loss of pay.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder prior to the expiration of this Agreement may be processed through he grievance procedure until resolution. Subsequent to the expiration date of this Agreement, grievances are subject to the restrictions detailed in section F (2).

**ARTICLE 15**  
**INSURANCE BENEFITS**

- A. Effective October 1, 2001, employees regularly scheduled to work twenty (20) hours per week, will be provided with a 75%/50%/70% dental insurance coverage. Beginning with the 2011-2012 school year employees enrolled in the plan will pay ten percent (10%) of the total cost of the established COBRA rate. Costs will be deducted automatically in equal amounts from each pay. Beginning 2012-2013 the employee rate will be at least ten percent (10%) or as established by state law.
- B. LIFE INSURANCE: Employees regularly scheduled to work twenty (20) hours per week will be provided with \$15,000 in term life insurance.
- C. Benefit payments will discontinue upon separation from employment and unless continuation is required under the Family Medical and Leave Act, in the instance of unpaid leaves under Article 11.
- D. The district reserves the right to select and change the plan insurer and/or administrator provided comparable benefit levels are maintained.
- E. The district declares itself as the policy holder of all insurance programs.

**ARTICLE 16**  
**HOLIDAYS**

A. Employees will receive the following holidays with pay:

Labor Day\*      \*Provided the employees' regular work year, including professional development days, begins before Labor Day.

Thanksgiving

Friday after Thanksgiving

Christmas Eve

Christmas Day

New Years Day

Memorial Day

Fourth of July for Kids Club employees with a regular full year assignment.

B. Employees must work the entire last regularly scheduled day before and following the holiday to receive holiday pay unless the absence is substantiated with a doctors verification. Employees on other forms of paid leave, approved unpaid leave (including Worker's Compensation) and layoff will not be eligible for holiday pay.

**ARTICLE 17**  
**WAGE RATES AND RELATED ISSUES**

A. The following schedule will constitute the wage rates for classifications of employees covered by this agreement for 2013-2014, which reflects a 1.5% wage deduction from 2012-2013. No steps will be granted for 2013-2014.

**2013-14**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 7</b>	<b>Step 10</b>	<b>Step 15</b>
<b>Special Education; Title 1: Preschool Instruction</b>	\$9.69	\$10.09	\$10.47	\$10.90	\$11.22	\$11.55	\$11.91	\$12.20
<b>Preschool Program Paraprofessional</b>	\$8.13	\$8.48	\$8.84	\$9.15	\$9.45	\$9.72	\$10.00	\$10.30
<b>Cashier</b>	\$9.29	\$9.69	\$10.09	\$10.47	\$10.78	\$11.09	\$11.45	\$11.74
<b>Assistant Cook; Dishwasher</b>	\$8.99	\$9.35	\$9.69	\$10.17	\$10.48	\$10.79	\$11.10	\$11.40
<b>Kids Club</b>	\$8.21	\$8.54	\$8.87	\$9.23	\$9.52	\$9.79	\$10.10	\$10.39

**Head Start/GSRP employee's wages will also be decreased by 1.5% from their 12-13 wage. If State or Federal statutes or regulations mandate a higher wage, those employees shall receive the mandated wage.**

**LONGEVITY**

Effective July 1, 2007, an employee beginning the 16<sup>th</sup> year and beyond of continuous employment within the bargaining unit is eligible for longevity payment based on the schedule below. Longevity payment shall be paid in a lump sum no later than the first pay in December of each year.

<b><u>YEARS OF SERVICE</u></b>	<b><u>AMOUNT</u></b>
16-19 Years	\$650.00
20 Years and over	\$850.00

B. Newly hired employees will be placed at Step 1.

Employees transferring to a new classification will be placed at the step/rate, which is closest to but not less than the employee's former rate. If the former rate exceeds the rate for Step 4 of the new classification, the employee will be placed at Step 4.

C. Each step constitutes a year of continuous service within the classification.

Step increases will be issued at the start of the school year, provided that the employee's first step increase shall depend on the initial hire date. An employee hired before January 1<sup>st</sup> of any year shall receive their step increase the next school year. An employee hired after January 1<sup>st</sup> shall receive their first step increase on the second following July 1<sup>st</sup>.

Advancement on step will be adjusted for time spent on unpaid leaves of absence and layoff.

D. Employees temporarily reassigned to substitute in another classification will be placed at the higher of Step 1 or their regular rate of pay.

E. In the event the Assistant Cook is assigned to substitute in the absence of the Head Cook, the Assistant Cook will receive an additional seventy-five (75) cents per hour.

**ARTICLE 18**  
**COMPENSATION**

A. Employees will be paid on a bi-weekly basis. The work week for payroll purposes will be Monday through Sunday. The district may require the transmission of payroll through direct deposit.

B. The following provisions will govern overtime/extra hours and overtime payments:

1. In the event there is not a volunteer for overtime or extra work within the classification in the building, the work will be assigned to the employee within the classification within the building with the least seniority.

2. Employees will be paid time and one-half for all hours physically worked over forty (40) hours in work week.



3. Paid time off authorized under this Agreement will not be counted as hours worked for purposes of computing overtime.
- D. In the event an employee is required to use his/her personal vehicle for school business, the employee will be reimbursed at the per mile rate established by the Internal Revenue Service.

**ARTICLE 19**  
**WORKING CONDITIONS**

**Paraprofessional Personnel**

- A. Paraprofessionals will be scheduled to work the first two teacher work days and as a minimum, the number of days students are in attendance as specified in the school calendar. If the supervisor feels additional workdays are needed he/she may submit a request for additional hours to the Superintendent. Paraprofessionals will also receive the equivalent of five (5) full days of professional development throughout the school year.
- B. At the request of the instructional leader and with the approval of the building administrator, special education paraprofessionals, who work one-on-one with a student, will be included in IEP meetings and staffing during the school day.
- C. If an instructional leader requests and the building administrator approves that a paraprofessional is present at a parent-teacher conference, IEPC, and/or staffing outside of the normally scheduled workday, he/she shall be paid at his/her regular rate of pay.
- D. If a paraprofessional is required by the building administrator to attend meetings before or after regular working hours, he/she shall be paid at his/her regular rate of pay.
- E. Any paraprofessional who serves as a substitute teacher shall receive an additional \$2.00 per hour compensation above their regular workday compensation.
- F. The last student day of school shall be a full day of work for paraprofessionals.

## FOOD SERVICE PERSONNEL

- A. Full-time food service personnel shall be scheduled to work as a minimum, the number of days students are in attendance as specified in the school calendar and two (2) workdays before the first day of student attendance.

Part-time food service personnel shall be scheduled to work as a minimum, the number of days equal to the days student lunches are to be served and one (1) workday before the first day of student attendance.

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

- B. Food Service workers shall receive the equivalent of three full days of professional development throughout the school year.
- C. On or before their first day of work, part-time food service personnel new to a position (new hires or current employees transferring into a different assignment) shall receive the equivalent of one (1) days training based on the hours of the new position, at the position's regular rate of pay.
- D. Uniform shirts shall be provided for food service employees.

## KIDS CLUB PERSONNEL

- A. Employees working in the program who bring their children have to pay the cost for their attendance. If a problem arises with bringing their children, the child may no longer attend.
- B. May 1<sup>st</sup> is the deadline for employees in other classifications to sign up to work in the Kids Club program for the summer. Employees in other classifications that work the summer in Kids Club program shall be paid at Step 1.
- C. Other bargaining unit employees working in the summer must do the following:
1. Must meet requirements (criminal background check and FIA clearance)
  2. Seniority shall be considered
  3. Must work the entire summer
- D. Work Study student may work the summer program when other employees of the bargaining unit decline the opportunity.
- E. Paid vacation for employees shall be granted as follows after the completion of one school year in the program. 1-5 years – 5 days.

**ARTICLE 20**  
**DURATION**

Except as set forth herein, all article of this Agreement shall be effective upon ratification by the District and shall remain in effect until June 30, 2014. This Agreement shall not be extended orally and is expressly understood to expire on the date indicated unless mutually agreed in writing by both parties.

**FOR THE BOARD:**

**FOR THE ASSOCIATION:**

Lyndal Z. Hoyle

Lou Linda Adams

Ann M. Lagunito

Christina Beattie

Kimberly A. Hart

Date: 10/28/13

Date: 11/7/13