

MASTER AGREEMENT

Between

**WATERVLIET EDUCATION
SUPPORT PERSONNEL ASSOCIATION
(WESPA)**

And

WATERVLIET BOARD OF EDUCATION

2011-2014

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**WATERVLIET WESPA
and
THE WATERVLIET BOARD OF EDUCATION**

The Agreement entered into this day of June, 2011 by and between the Watervliet Education Support Personnel Association hereinafter called the "Union" and the Board of Education of the Watervliet Public Schools of Watervliet, Michigan, hereinafter called the "Board." This agreement shall be effective as of July 1, 2011 and shall continue in effect until June 30, 2014. This agreement shall not be extended orally and it is expressly understood that it will expire on the date indicated.

WITNESSETH:

WHEREAS, the Board and the Union recognize and declare that providing a quality education depends significantly upon the quality and morale of the teaching service, and

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representatives of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties following bargaining have reached certain understandings which they desire to honor,

In consideration of mutual covenant it is hereby agreed to as follows:

ARTICLE I

PURPOSE AND INTENT

The purpose of this agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this agreement and to promote orderly and peaceful labor relations for the mutual interest of the employer, the employees and the union. The employer and the union for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this agreement.

ARTICLE II

RECOGNITION

- A. Pursuant to the certification of representation issued by the Michigan Employment Relations Commission on May 27, 1993, in Case No. R93-D-102, the Employer hereby recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in the bargaining unit defined and described as follows:

**ALL FULL-TIME AND REGULARLY SCHEDULED PART-TIME
SECRETARIES, CUSTODIAL/MAINTENANCE AND
AIDES/PARAPROFESSIONALS**

Excluding supervisors, substitutes, Superintendent's Secretary, bookkeeper, and all other employees.

- B. The term "employee," singular or plural, when used hereinafter in this Agreement, shall mean a member of the bargaining unit as defined hereinafter. Any reference to one gender shall include the other.

ARTICLE III

RIGHTS OF EMPLOYER

- A. Except as modified by the terms of this contract, The Employer hereby retains and reserves unto itself the right and ability to exercise all of its inherent and legal rights, authority, powers and responsibilities, 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 work of its employees;
 2. Hire all employees and determine their qualification and the conditions of their continued employment;
 3. Promote, transfer and assign all employees;
 4. Determine the size of the work force, positions of employment and job descriptions and whether to expand or reduce the work force and/or create, eliminate or modify positions of employment;

5. Establish, continue or revise policies and/or rules and regulations regarding the conduct of employees in the work place, the manner and method of performing work and the procedures for administering and accounting for employee attendance and utilization of the rights and benefits provided by the collective bargaining agreement. The Board shall provide the union notice regarding policy changes that affect the bargaining unit. The union within ten (10) days after receipt of such information may request an opportunity to bargain on the policy. Thereafter, the policy shall be considered final.
 6. For just cause, discharge, demote and discipline any non-probationary employees;
 7. Establish, modify, change or cancel any work, business or school schedules, hours or days;
 8. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, determine the standards of operation and performance and determine the means, method and processes of performing and/or accomplishing the work to be done including the assignment and distribution of tasks and work among the work force of the school district and the contracting with any other person or business entity;
 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. The exercise of the foregoing rights, authority, powers and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in the connection therewith shall be limited only by the specific and express terms of this agreement and 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.
- C. The express inclusion of an affirmative statement or delineation of any specific rights of the Employer anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Employer not so mentioned and hereby retained by the Employer.

ARTICLE IV

ASSOCIATION RIGHTS

- A. Use of School Facilities The Association and its members shall have the privilege of using school facilities for official meetings providing there is no opening/closing cost to the District. The Association agrees to abide by the Board Building Use Policy in effect as of the beginning date of this contract and to assume all costs associated with the use. The Association shall have the right to use school equipment to assist in carrying out Association business. Such equipment shall include typewriters, computers, copy machines, FAX machines, telephones, and audiovisual equipment.
- B. Public Information The Board agrees to make available to the Association on request any and all information which it makes available to the public and that information which is related to or necessary for contract bargaining and administration or for the proper processing of grievances or complaints. The Association President will be on the mailing list for that information in the Board packet which is public information.
- C. Posting and Notices The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided and designated as such in each building.
- D. Interschool Mail The Association may use the school internal mail delivery system and teacher mailboxes for communications to employees so long as all communications are clearly identified as emanating from the Association. Any communication counseling action contrary to law shall result in termination of this privilege.

ARTICLE V

UNION SECURITY AND CHECKOFF

- A. All employees employed in the bargaining unit or who become employees in the bargaining unit who are not already members of the Union shall, within thirty (30) calendar days of the effective date of this provision, or within thirty (30) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative shall, within thirty (30) calendar days of their hire by the Employer, pay to the Union a service charge in the amount equal to the regular monthly dues uniformly required of employees who are members, less any amounts not permitted by law.
- B. An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition of acquiring or obtaining membership in the Union shall be deemed to meet the conditions of this Article.

C. In the event the bargaining unit member does not pay such service fee directly or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the written request of the Union, deduct the service fee from the bargaining unit member's wages and remit same to the Union under the procedures provided below.

1. The procedure in all cases of non-payment of the service fee shall be as follows:

- a. The Union will notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Employer in the event compliance is not effected.
- b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Union may request the Employer to make such deduction pursuant to paragraph C above.
- c. The Employer, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction of same.

D. The Union will certify to the Employer the amount of membership dues and the amount of service fee to be deducted by the Employer and that said service fee included only those amounts permitted by the agreement and by law. The Employer will continue to deduct dues, service fees and initiation fees at the rate in effect at the signing of this Agreement until officially notified, in writing, of a change as provided in this Article. The sole authorized representative of the Union, for the purpose of certifying the amount of any change in monthly dues, service fees, assessments, and/or initiation fees to be deducted by the Employer shall be the Treasurer of the Union.

In the event of an objection to the Union's service fee, the Union also agrees to furnish the Employer, upon request, with information necessary for the Employer to make a determination as to the legal sufficiency of the Union's procedures whereby non-members of the Union can challenge service fees established by the Union as well as with respect to the proper characterization and allocation of Union as properly chargeable to bargaining unit members who do not choose to become members of the Union.

E. Any employee who is a member of and adheres to established and traditional tenets or teaching of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting any labor organization as a condition of employment except, that such employee may be required, in lieu of paying the monthly Association dues uniformly required of all Association members, to pay sums equal to such dues uniformly required of Association members to a non-religious charitable fund exempt from taxation under Section 501c3 of the Internal Revenue Code.

- F. The Union shall indemnify and save the Employer (including its Board members and administrators) harmless against any and all claims, costs, demands, attorney fees, suits, judgments or other forms of liability which may arise out of or by reason of action taken or not taken by the Employer in enforcing or administering the provisions of this Article.

Should the indemnification provisions set forth above be declared unenforceable or void by a court of competent jurisdiction, the Union security and wage deduction provisions of this section, as set forth above, shall immediately be considered inoperative and severed from this Agreement.

- G. The Employer agrees that they will deduct (checkoff) from the wages of employees and transmit appropriate remittances for the Credit Union or other authorized entities. Proper written authorization from the employee must be presented before deductions are made. New or changed deductions shall become effective in the first pay period of the month following presentation of a signed authorization.

1. Any program for deductions must have a minimum of five (5) participants from the district to be established or remain in effect.
2. Any initial deduction or change in deduction must be delivered to the payroll office seven (7) days prior to the affected payday.
3. The Employer shall be held harmless against any and all claims, demands, costs, suits or other forms of liability arising out of such payroll deductions.

- H. With the first paycheck for the school year, the employer must provide a detailed description of total compensation and deductions of an itemized statement to be included with the paycheck.

ARTICLE VI

SENIORITY

- A. Seniority shall be defined as the length of an employee's continuous and uninterrupted service in the bargaining unit from the employee's most recent date of hire. Time spent on layoff or unpaid leave of absence shall not accumulate as service time for seniority but shall not constitute a break in continuous employment. Seniority is not cumulative among classifications and may be exercised only within the classification in which it is accumulated. Movement from one classification to another shall not terminate the seniority the employee has accumulated in any other classifications previously, provided there has been no break in continuous employment. Beginning July 1, 1999 part-time employees working less than six (6) hours per day shall have their service time prorated for the purpose of determining seniority. All seniority accredited prior to July 1, 1999 shall remain.

B. The classifications of the bargaining unit are as follows:

1. Secretarial/Clerical employees.
2. Paraprofessional/Aides employees.
3. Custodial Maintenance employees.

C. A newly hired employee shall be on a probationary status for sixty (60) work days, taken from and including the first day of employment. At any time prior to the completion of the sixty (60) day work days probationary period, the employee may be dismissed with or without cause or notice without appeal by the employee or the Union. If an employee is absent from work, the employee's probationary period shall be extended for such days.

Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first working day. At that time, the employee's name shall be entered on the seniority list. Probationary employees shall not be eligible for any fringe benefits until completion of their probationary period.

D. The Employer shall prepare and maintain a seniority list showing the length of service of each employee within the respective classifications of the bargaining unit. A copy of the seniority list shall be furnished to the Union twice each year and the list shall be posted by the union on the designated employee bulletin boards for ten (10) work days. Such lists will be furnished and posted during September and March of each year. The Union may object to the list while it is posted for the ten (10) work days. Thereafter, the list shall be final and conclusive. In the event more than one employee has the same length of service in a classification, seniority ranking shall be determined by ranking those employees in order of the highest four digit numbers taken from the last four digits to each employee's social security number.

1. A list will be maintained for each of the three classification groupings (aides, custodians, secretaries). A fourth list, the District seniority list, shall provide the seniority date(s) for each employee by classification(s) currently held or previously held.
2. The date of hire into the bargaining unit shall be the date reflected on the seniority list(s). Work as a substitute does not provide credit toward seniority.
3. An employee holding multiple positions within the district shall have his/her name placed on each classification list which reflects the assignment split.
4. Classification seniority is frozen if an employee moves to another classification.

- E. Seniority shall be lost by an employee upon termination or resignation. Any person previously employed and rehired after having terminated his/her employment shall begin as a new hire from his/her most recent date of hire and shall not retain any seniority from his/her previous employment with the Employer. An employee who accepts a non-bargaining unit position with the Employer shall retain the right to exercise all seniority earned in the classifications of the bargaining unit for return to a bargaining unit position and the period of service in the supervisory position shall not constitute a break in continuous employment and shall not accumulate as service time.

ARTICLE VII

JOB SECURITY

- A. The Employer may decide to eliminate positions or reduce the hours of any position beyond normal attrition. The foregoing notwithstanding, the Employer shall only reduce hours and or wages of bargaining unit members upon a showing of financial necessity, reordering of district priorities, or a decrease of student enrollment.
- B. When a reduction of the work force or hours is decided upon by the Employer, probationary employees within a classification shall be subject to layoff or reduction of hours prior to non-probationary employees in that classification. Further layoffs or reduction in hours shall be in the order of least senior in that classification, provided the seniority employee is qualified as determined by the minimum requirements of the job description. New employees shall not be hired while any bargaining members within that classification are laid off.
- C. The employee subject to layoff may replace the least senior person at the current or any previously held classification. The employee subject to layoff shall not be required to replace a person whose hours are not comparable. If another employee has comparable hours, the laid off employee may exercise his/her seniority to replace a person who has less seniority.
- D. When positions become available in a classification, employees who have been laid off from that classification shall be recalled based upon seniority within the classification from which they were laid off, provided the seniority employee is qualified as determined by the minimum requirements in the job description. Recall rights to a position shall terminate three (3) years from the date of layoff from the classification.
- E. Employees to be laid off or recalled will be given at least thirty (30) calendar days notice of layoff or recall. Such notice shall be mailed to the employee's last known address by registered or certified mail.

- F. A laid off employee shall, upon application, be granted priority status on the substitute list according to his/her seniority in a classification. Laid off employees may continue their health, dental and vision insurance benefits by paying the regular subscriber rate in accordance with the Consolidated Omnibus Benefits Reconciliation Act (COBRA).

ARTICLE VIII

VACANCIES

- A. A vacancy shall be defined as a newly created or unoccupied position in the bargaining unit to be filled when there is no employee who can claim the position by return from leave of absence or by recall from layoff. When a vacancy occurs, internal staff adjustments may be made before posting. The Employer shall determine when a position is to be created, continued, suspended or eliminated. A vacancy in a bargaining unit position shall be filled with a temporary employee for no longer than sixty (60) days unless extenuating circumstances exist that would necessitate the Board to do otherwise. In such cases the president of the Association shall be notified in a timely manner.
- B. All vacancies shall be posted no later than ten (10) days after they occur on the bulletin board provided in each building for a period of at least seven (7) calendar days for application of internal and external applicants prior to making a decision upon the position. The Employer's decision regarding the position is final subject to the terms of Paragraph E below. The Union president shall be provided notice of vacancies occurring during the summer months.
- C. Postings shall minimally contain the following:
1. Type of Work
 2. Location
 3. Starting Date
 4. Rate of Pay
 5. Classification
 6. Hours
 7. Minimum Requirements
- D. If an employee assumes the duties of another bargaining unit member in a different classification for more than two (2) days, the employee shall be paid at the higher rate of pay between the positions.

- E. In filling a vacancy, the employer will give due consideration to bargaining unit members before filling the vacancy. If two (2) or more bargaining unit members are qualified, the most senior member within the classification will be hired. In determining whether an applicant is qualified, the Employer shall consider the qualifications listed in the job description, length of service with the district, skill, education, background, and attainments of the applicant. When an involuntary transfer is to be made, the Employer shall consider skill, qualifications, education, background, attainments, and length of service with the district.
- F. An employee transferred shall begin a trial period for one month.
- G. Prior to the expiration of this period, the employee at his/her discretion, or at the discretion of the Employer, may be returned to his/her former position.
- H. No transferred employee shall be placed at the probationary rate. An employee changing to a higher paying position will not receive a lesser hourly rate than what they had formerly been receiving.
- I. Paraprofessionals deemed Highly Qualified by NCLB will not have to take a district mandated norm-referenced test in basic language arts and mathematic skills to demonstrate proficiency when transferring to another paraprofessional position within the district.

ARTICLE IX

EVALUATION

- A. The Employer may conduct formal written evaluations of employee performance. Should the Employer conduct written evaluations of employees, employees shall be informed of the procedure and criteria to be used prior to any evaluation being conducted. At the beginning of the school year an employee will be notified of the criteria upon which he or she shall be evaluated. A committee consisting of WESPA and administrative personnel will be formed if there is a need to review and/or redevelop the existing employee evaluation instrument which will be consistent with the employee job description referenced in Article XIX, A. This committee shall be composed of an equal number of WESPA members and administrative personnel, with each group appointing its representatives to the committee.
- B. The employee shall be provided a copy of any written evaluation and shall sign the evaluation acknowledging receipt of a copy of the document and does not constitute an agreement with the evaluation.

- C. A conference shall be held within 10 days of completing the evaluation with the employee to discuss the content of the evaluation and provide the employee an opportunity to discuss its content. The employee may attach a written rebuttal to such an evaluation. All annual evaluations must be completed by the end of the employee's work year or the end of the fiscal year for year round employees.

ARTICLE X

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract. An employee whose name does not appear on the seniority list shall have no rights to the grievance procedure. Any alleged grievance which arose while the employee was in his probation period may not be processed as a grievance after the employee completes his probationary period.
- B. The Union shall designate one steward per classification to handle grievances when requested by the grievant.
- C. The term "days" as used herein shall mean work days.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants.
 - 2. It shall be specific.
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - 4. It shall cite the section or subsection of this contract alleged to have been violated.
 - 5. It shall contain the date of the alleged violation.
 - 6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. Step One - An employee believing himself wronged by an alleged violation of the express provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with his or her supervisor in an attempt to resolve same. If no resolution is obtained within five (5) days of the discussion, an employee shall reduce the grievance to writing and proceed within five (5) days to Step Two.
- F. Step Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Step One with the endorsement thereon of the approval or disapproval of the Union. Within five (5) days of the receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or steward. 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 shall retain a copy in their office.

- G. Step Three - Arbitration - Individual grievants shall not have the right to process grievances at Step three. If satisfactory disposition of the grievance(s) is not made as a result of Step Two, the Union shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be made within twenty (20) days from the date of receipt of the decision at Step Two.
- H. Powers of the Arbitrator. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 2. The arbitrator shall have no power to establish salary scales.
 3. The arbitrator shall have no power to rule on any of the following:
 - a. The termination of services of any probationary employee.
 - b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
 4. The arbitrator shall have no power to change any practice, policy or rule of the Employer nor to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Employer permitted under the terms of this Agreement. The arbitrator's power shall be limited to deciding whether the Employer has violated the expressed articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Employer from this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.
 5. The arbitrator shall have no power to decide any questions which, under this Agreement, is within the responsibility of the Employer to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of the Employer and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 6. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved and the Employer.
 7. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

- I. Claim for Back Pay. The employer shall not be required to pay back wages accrued more than twenty-five (25) days prior to the date a written grievance is filed.
 - 1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay.
 - 2. No decision, in any one case shall require a retroactive wage adjustment in any other case.
- J. Failure of the employee or the Union to appeal a grievance to the next level of the procedure within the time limits specified shall be deemed a withdrawal of the grievance and acceptance of any response provided by the Employer. Failure of any representative of the Employer to respond at any level within the time lines specified shall enable the Union to appeal to the next level of the grievance procedure within the designated time lines.
- K. Grievances involving the discharge of an employee shall be initiated at Step Two of the procedure by filing a written grievance with the Superintendent or designated representative.
- L. The content of any job description shall not be a subject for grievance. The qualifications, certifications and/or licenses required for any position shall not be a subject for grievance. The performance expectations established for any position shall not be a subject for grievance, but shall be in conformity with the job description. Evaluations may only be grieved up to the Superintendent level.

ARTICLE XI

WORK YEAR

- A. Full year employees shall be scheduled for fifty-two (52) weeks per year excluding vacations and holidays. School year employees are those employees who work less than a full year and generally follow the school calendar.
- B. The work week for all bargaining unit members shall consist of a full week, Monday through Friday, except as may be interrupted by a paid holiday, paid or unpaid leave, or other break pursuant to this Agreement.
- C. An employee's hours shall be established by September 1 of each year and shall not be changed during that year without ten (10) days prior notice to the employee and the Association. The length of work year for each ten month position during the life of this contract shall be as detailed in Appendix A.
- D. Employee's who work a minimum of six (6) hours per day shall have a one-half (1/2) hour

duty free and uninterrupted lunch/dinner break. Lunch/dinner periods shall generally be scheduled mid-shift.

- E. If an employee is required to be called in for an emergency, the employee will be paid a minimum of two (2) hours. If the emergency occurs on Sunday or a holiday or the employee has compensation for forty (40) or more hours that week, the employee shall be paid one and one half (1 ½) time.
- F. Employees will be eligible for one fifteen (15) minute break for each three (3) hours worked. The scheduling of the break shall be done by mutual agreement of the employee and supervisor and generally mid-point of the three (3) hours.
- G. Overtime pay shall be compensated at one and one half (1 1/2) times the regular hourly rate for all hours worked over a forty (40) hour work week or an eight (8) hour day in the same classification. Hours worked will include snow days when directed not to report and holidays. In lieu of overtime pay, the employee with the supervisor's agreement may take compensatory time. Compensatory time shall be taken within two (2) pay periods of its accrual, unless extended by mutual agreement between the employee and the superintendent or designee. All overtime shall be subject to prior supervisor approval.
- H. All Hours in excess of 40 per week shall be paid at time and one-half. Overtime shall be assigned on a seniority, rotating basis within a building and within a classification. Overtime shall be assigned to bargaining unit members before substitutes except when bargaining unit members are using vacation or other leave days in which case the administration shall have the right to use substitutes. However nothing shall prevent voluntarily substituting for each other in overtime situations regardless of building assignment.

ARTICLE XII

VACATIONS

- A. Vacation Days Twelve Month employees shall be entitled to compensated vacation time according to the schedule below:

One (1) week the first year
Two (2) weeks the second year
Three (3) weeks the third year

Employees shall be eligible for vacation after completion of nine (9) months of employment.

- B. Vacation Scheduling Vacation time may be taken at a mutually agreed upon time by the employee and his/her supervisor. Except in cases of emergencies, vacations shall be scheduled fifteen (15) days prior to the anticipated vacation date. The fifteen (15) days prior

notice may be waived by the supervisor at his or her discretion. Vacation requests will be honored on a first request basis. If similar time frame requests are made at the same time, the request by the most senior employee will be honored first.

- C. Vacation Accumulation Each employee shall have the option of carrying forward to the following year two (2) weeks of vacation time. Total current and accumulated vacation eligibility, however, shall not exceed four (4) weeks in any one (1) year. Vacation time not used within the period of eligibility will not be compensated.
- D. Vacation Pay Vacation pay shall be calculated as a sum equal to the current hourly rate of the employee times the number of regularly scheduled hours up to a maximum of forty (40) hours.

ARTICLE XIII

PAID HOLIDAYS

- A. Full-year employees will receive the following paid holidays: July Fourth and the day before or after (2); Labor Day (1); Thanksgiving Day and the day after (2); Christmas Day and the day before or after (2); one-half day before and New Years' Day (1 1/2); Good Friday (1) (If school is in session mutually develop alternate date); and Memorial Day (1). Total of ten and a half (10 ½) days.
- B. Employees who work less than twelve (12) months will receive the following paid holidays: Labor Day (1); Thanksgiving Day and the day after (2); Christmas Day (1); one-half day before and New Years Day (1 1/2); Good Friday (1)(If school is in session mutually develop alternate date); and Memorial Day (1). Total of seven and a half (7 1/2) days.
- C. In order to be eligible for holiday pay, an employee must work or be on an excused absence the last regularly scheduled day prior to and the first regularly scheduled day after such holiday.
- D. If one of the listed holidays falls on a Saturday, the paid holiday will be on Friday. If one of the listed holidays falls on a Sunday, the paid holiday will be on Monday.
- E. The parties will mutually agree on the sequence of days to be used as holidays when the holiday falls between Monday and Friday. If the parties cannot agree, administration will stipulate.

ARTICLE XIV

GENERAL WORKING CONDITIONS

- A. An employee shall not be disciplined or reprimanded without just cause. Any corrective action taken against such an employee shall be done in private. Information forming the basis for disciplinary action shall be made available to the employee.
- B. The Board and Association subscribe to a policy of progressive corrective discipline which minimally includes oral warning, written reprimand, suspension with or without pay, and discharge. Any disciplinary action taken against a non-probationary employee shall be appropriate to the behavior which precipitates said action and may result in omitting steps of progressive discipline.
- C. Prior to any warning, reprimand or disciplinary action, an employee shall be so notified and shall be entitled, upon request, to have a representative from the Association present. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present provided there is not an undue delay.
- D. All adverse materials, including complaints and letters of reprimand, that may be used in evaluating an employee and evaluations shall be placed in the employee's personnel file. The employee shall sign such documents signifying knowledge, but not necessarily agreement with the contents of such documents. If the employee so desires, he/she may attach a written rebuttal to such documents.
- E. An employee who administers medication to a student shall do so in accordance with state law and School Board Policy, consistent with a physician's instructions, shall be held harmless in any civil action provided the employee's actions were not grossly negligent or willful and wanton misconduct.
- F. Bargaining unit members shall be required to provide school routine health services to students, as are appropriate to the age, sex, maturity and health of the students. Unit members who shall provide special health services permitted under Individuals with Disabilities Education Act (IDEA) shall be given appropriate training and supervision by a medical professional. The special health services shall be appropriate to the age, sex, maturity and health of the student. Volunteers from the bargaining unit shall be sought before such duty is assigned. The unit member who performs such procedures shall be covered by the District's liability insurance.

ARTICLE XV

SICK LEAVE

- A. Sick leave shall accrue at the rate of one (1) day equivalent to the employee's regularly scheduled hours per month worked, to a maximum of twelve (12) days per year after completion of the probationary period. Employees may accumulate up to a maximum of 180 days of sick leave. Upon retirement, the Board will compensate the employees that have worked within the district a minimum of 5 years at \$25.00 per day for all unused sick leave.
- B. Sick leave shall be available for use by employees in the bargaining unit for the following purposes:
 - 1. Acute personal illness or incapacity in which the employee has no reasonable control.
 - 2. To care for serious illness of a spouse, natural or adopted child, parent, or parent-in-law.
 - 3. Five days may be used for bereavement due to each death of a member of the employee's immediate family. Immediate family includes: spouse, parent, child, sibling, in-laws, grandparent, grandchild, or any resident in the employee's home to whom the employee is related within the third degree of consanguinity. One day of personal leave may be used for bereavement leave as deemed necessary by the employee.
 - 4. Sick leave for medical or dental extractions or treatment shall be taken in not less than one-half (1/2) day increments in situations that require the use of a substitute.
 - 5. Sick leave will be authorized when an employee is taken ill on the job.
- C. A sick day shall be construed to be one regular duty day, the number of hours regularly scheduled.
- D. An employee who is sick shall notify the supervisor the night before, if possible, but no later than one hour before the employee's reporting time. The employee shall also notify the supervisor the day he/she is sick whether he/she intends to work the next day.
- E. The Employer may demand proof of illness or medical clearance to return to work.

- F. An employee may be granted up to twelve (12) weeks unpaid leave in accordance with the Federal Family and Medical Leave Act. (FMLA). If the employee is on a reduced schedule or intermittent schedule, the Employer may transfer the employee to maintain efficiency. The Employer may require the employee to provide medical verification of the employee's or family member's illness, pursuant to FMLA. The Employer shall continue all health benefits for up to twelve (12) weeks for those employees receiving such benefits. If the employee fails to voluntarily return from leave at its expiration, the Board shall have the right to recover all premium payments within ten (10) days after completion of the twelve (12) weeks of leave. This provision shall be administered consistent with the Federal Family and Medical Leave Act.

ARTICLE XVI

UNPAID LEAVE

- A. An employee may be granted up to one hundred eighty (180) days leave without pay at the discretion of the Board. During such leave, any fringe benefits or any other such benefits provided by the Board shall not accrue to the employee except as required by law.

ARTICLE XVII

PAID LEAVE

- A. Employees shall be granted two (2) days per year for the purpose of conducting personal business which cannot be handled outside of school hours, such as the performance of business obligations and meeting family emergencies. These days shall accumulate to a maximum of four (4). Such days shall not be used in any number greater than two (2) at one time except with the specific written approval of the administration. Any such days in excess of two (2) at the end of any contract year shall be added to sick leave accumulation.
- B. Requests for personal business days shall be submitted in writing to the immediate supervisor as far in advance as possible of the required date for leave but in all cases at least forty-eight (48) hours prior.
- C. Personal business days shall not be used for seeking other employment, rendering service to or working for any other party either with or without pay.
- D. Leave days not to exceed five (5) per year shall be available to the Association for MEA workshops and meetings. Requests for such days shall be made with the superintendent by the Association president at least five (5) days in advance. The Association shall reimburse the District when a substitute is hired to replace an absent employee.

ARTICLE XVIII

SCHOOL CLOSING

- A. Secretaries and paraprofessionals will not be required to report to school and shall suffer no loss of pay nor fringe benefits when the administration determines that regular scheduled days of pupil instruction shall not be held because of conditions not within the control of school authorities, such as inclement weather days, fires, epidemics, or health conditions.
- B. Should a closing require the scheduling of additional days of pupil instruction because previously scheduled days could not be counted to meet the day requirements in accordance with the State Aid Act, the days will be made up in the order listed in the school calendar until the day requirement is met, at no additional cost for salaries nor benefits to the Board.
- C. If at any time during the life of this contract, it becomes lawful to count toward the required days those days of pupil instruction lost due to school closing, such lost days will not be rescheduled.

ARTICLE XIX

MISCELLANEOUS

- A. Any changes in the job description shall be jointly developed by representation of the Employer and Union.
- B. As soon as compensated extra duty for athletic or other like events sponsored by the Watervliet Public Schools become known to the Employer or its representatives, the Employer or its representatives shall post such duties on the designated bulletin board in each building. Bargaining Unit members shall have the opportunity to apply for such duties in a timely fashion and be given due consideration for being selected for such duties. This provision shall not be subject to the grievance procedure.
- C. Bargaining unit members, with the approval of the administration, shall be allowed to attend in-service training. Such training opportunities shall be fully paid by the Employer, and each employee shall be given his/her regular rate of pay for the hours of the in-service.
- D. WESPA members serving in Board approved extra curricular positions will be compensated at the WEA rate.

ARTICLE XX

SALARY SCHEDULE

- 1% - 2011-2012
- 1% - 2012-2013
- Re-open – 2013-14 (wage only)

WESPA employees shall be eligible for 26 pays

CLASSIFICATION	EXPERIENCE	11-12 HOURLY	12-13 HOURLY	13-14 HOURLY
SECRETARY	Probationary	12.64	12.77	
	First Year (after Probation)	13.36	13.49	
	Second Year	14.76	14.91	
	Third Year and After	15.52	15.68	
AIDE	Probationary	10.63	10.74	
	First Year (after Probation)	10.96	11.07	
	Second Year	11.31	11.42	
	Third Year	11.66	11.78	
	Fourth Year	12.00	12.12	
	Fifth Year	12.33	12.45	
Sixth Year and After	13.24	13.37		
CUSTODIAN-BUILDING	Probationary	14.05	14.19	
	First Year (after Probation)	14.98	15.13	
	Second Year	16.72	16.89	
	Third Year and After	17.70	17.88	
CUSTODIAL-HELPER	Probationary	11.41	11.52	
	First Year (after Probation)	12.10	12.22	
	Second Year	13.60	13.74	
	Third Year	14.20	14.34	

ARTICLE XXI

INSURANCE

Custodial, Custodial Helper, Secretary:

During the life of this contract, the Board shall, upon application, provide MESSA Choices II health insurance for full-time and school year employees (working 30 or more hours per week). The Board shall pay 80% of the premium for said coverage and the employee shall pay 20% of the premium.

- 10/20 Prescription Card
- \$100/\$200 Deductable
- \$20 Office Visit Co-Pay

Paraprofessionals:

During the life of this contract, the Board shall, upon application, provide MESSA Choices II health insurance for full-time and school year employees (working 30 or more hours per week). The Board shall pay 65% of the premium for said coverage and the employee shall pay 35% of the premium.

- 10/20 Prescription Card
- \$100/\$200 Deductable
- \$20 Office Visit Co-Pay

Paraprofessionals hired after October 1, 1999 will not qualify for benefits listed in this Article.

During the life of this contract, employees eligible for but not using this benefit will be provided up to \$175 per month for options provided by the Board's carrier to be chosen from:

1. Dental
2. Vision
3. Long-Term Disability
4. Short-Term Disability
5. Life Insurance (10,000 Maximum)
6. TSA

Part-time employees (twenty through twenty-nine hours per week) (20-29) will be allowed 50% of the above benefits.

Employees who work less than twenty (20) hours per week will not be eligible for health insurance benefits.

Employees taking health insurance shall provide written affirmation that they or their families are not receiving or are not eligible to receive health insurance which is reasonably available from an alternative source, provided, however, that such alternative health insurance is substantially the same at a comparable cost. It is the parties' intent that employees not receive double coverage of health insurance.

The WESPA union shall join with the WEA and the Board of Education in the health insurance study committee for the purpose of selecting the health insurance carrier for the Watervliet Public Schools.

ARTICLE XXII

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, and 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 provisions 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 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. Continuity of Operations. The Union, or its agents, or employees shall not authorize, promote, engage in, nor condone any strike, work stoppage or job action of any kind.
- E. Term of Agreement. This Agreement shall become effective upon ratification by the bargaining unit and the Board of Education and shall continue in effect through the 30th day of June, 2014, at which time it shall terminate unless extended by written agreement of the parties. No terms shall be applied retroactively unless expressly stated otherwise in the particular provision of this Agreement.
- F. 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

NUMBER OF DAYS WORKED

Secretaries:	Building secretaries	215 days
	Guidance	206 days

Aides:

- Classroom/Office - Student Calendar
- Library - Student Calendar
- Attendance Clerk – Student Calendar
- Classroom - Student Calendar

WESPA and Administration to open Appendix A in May 2013 to re-evaluate the number of days worked for Building Secretaries and Guidance Secretary.

APPENDIX B

SIGNATURE PAGE

This contract reflects an extension of the 2008-11 bargaining agreement. This agreement shall terminate upon expiration June 30, 2014.

Watervliet Public Schools

Watervliet Education Support
Personnel Association (WESPA)

Date

Date