

WEBBERVILLE COMMUNITY SCHOOLS

CONTRACT

FOR

WEBBERVILLE PARAPROFESSIONAL
&
CHILDCARE WORKERS

(Ratified November 14, 2005)



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PARAPROFESSIONAL & CHILDCARE GIVER AGREEMENT

THIS AGREEMENT, made and entered into this November 14, 2005, by and between the Webberville Community Schools Board of Education, party of the first part, and hereinafter termed the "**Board**", and Local Union No. 580 of the Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, and hereinafter termed the "**Union**."

ARTICLE I Recognition

Section 1-1 TA (TA: 3-14-05)

The Board recognizes the Union as the sole and exclusive representative for collective bargaining, as defined in the Michigan Public Employment Relations Act, for all paraprofessionals and Childcare Givers excluding: Supervisors, substitutes and all others.

Section 1-2 (TA: 3-14-05)

The Board reserves the right to revise the job descriptions and the right to abolish, create or reorganize positions. Nothing in this Agreement shall be construed as designating work performed by employees as exclusively bargaining unit work. (Policy 4111)

Section 1-3 (TA: 3-14-05)

The term "Board" when used in this Agreement shall refer to the Webberville Community Schools Board of Education and its administrative employees and agents. The term "employee" shall be utilized to refer to members of the bargaining unit.

Section 1-4 (TA: 3-14-05)

A "full time" employee is an employee who is regularly scheduled to work at least 40 hours per week.

Section 1-5 (TA: 3-14-05)

A "probationary" employee is an employee who has not completed one hundred sixty-seven (167) actual working days in the bargaining unit. Work performed as a substitute or work performed in a non-bargaining unit position shall not be counted. Days when an employee is absent or does not work the entire scheduled working day shall not count toward completion of the 167 working day probationary period. Although probationary employees are considered to be members of the bargaining unit, they shall not have recourse to the terms of this Agreement.

ARTICLE II Rates of Pay and Fringe Benefits

Section 2-1 (TA: 3-14-05)

Attached hereto and marked "**Schedule A**" is a schedule showing the classification and wage rates of the employees covered by this agreement. It is mutually agreed that Schedule A and the contents thereof shall constitute a part of this agreement.

Section 2-2 (TA: 3-14-05)

A full-time employee qualifies for life insurance and long-term disability during the months employed. The Board of Education will be the policy holder

Section 2-3 Agency Shop (TA: 3-14-05)

- A. Employees covered by this agreement at the time it becomes effective and who are members of the Union at the time shall be required, as a condition of continued employment, to continue membership in the Union and pay to the Union dues uniformly charged for the membership for the duration of this Agreement or pay a representation fee.
- B. **Service Fee:** Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union and pay regular monthly dues for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date or pay to the Union a representation fee.
- C. **Union Dues:** Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union and pay each month the regular monthly dues for the duration of this Agreement commencing on or before the thirtieth (30th) day following the beginning of their employment or pay to the Union a representation fee.
- D. The Union agrees to indemnify and save the Employer and including each individual School Board Member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

Section 2-4 (TA: 3-14-05)

Pay periods shall be every two weeks during the year.

Section 2-5 (TA: 3-14-05)

It is acknowledged that the Childcare Director can perform the same work assigned to bargaining unit Childcare Givers. Also, it is acknowledged that teachers can perform the same work of paraprofessionals. However, the intent of this acknowledgement is not to transfer work currently assigned to Childcare Givers or Paraprofessionals. This acknowledgement merely recognizes that there is not a clear distinction between the work a Childcare Director and Childcare Giver performs. Also, there is not a clear distinction between the work a classroom teacher performs and a classroom paraprofessional performs.

Section 2-6 (TA: 3-14-05)

The Board agrees not to enter into any agreement, individually or collectively, with any Paraprofessional or Childcare Giver, which conflicts with the terms or provisions of this agreement, or which affects wages, hours, or working conditions of said Parapro/Childcare Givers, or which constitutes a proper subject for collective bargaining. However, this provision does not restrict the Board from privatizing for these services when they feel it is in the best interest of the District.

Section 2-7: Act of God Days (TA: 3-14-05)

On scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions as defined by city, county or state health authorities, school year employees will not report to work or be paid for that day, unless directed to report to work by his/her immediate supervisor. Unless directed otherwise, such employees shall work on the reschedule day(s) of student instruction during the same school year which are established by the school district and will be paid at their regular hourly rate of pay. This section shall not be construed as prohibiting the Board from changing employee work schedules or as guaranteeing the number of work days.

Section 2-8: Check off (TA: 3-14-05)

A. During the life of this Agreement, the Employer agrees to deduct the following from the pay of each employee who executes and files with the Employer a proper check off authorization in a mutually agreeable form which shall be used exclusively and shall be supplied by the Union:

1. Monthly Union membership dues or a monthly representation service fee;
2. Commencing September 7, 2004, Union initiation fees or the pro rata share chargeable as a representation fee, if the employee elects to have them deducted and paid in the 12 equal monthly installments.

B. A properly executed copy of the written check off authorization form for each for whom dues, initiation or representation service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Any written

authorization which lacks the employee's signature will be returned to the Union by the Employer.

C. Deduction for any calendar month shall be made from the first full pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or fees. In the event an employee's net earnings are insufficient to cover dues and/or fees, the employee shall be responsible for making arrangements to pay the Union for any deficiency. Deductions for any calendar month shall be remitted to the designated representative of the Union not later than the first day of the month.

D. The Union shall notify the Employer in writing of the proper amounts of deductions and any subsequent changes in such amounts. Any changes will be given prospective effect only.

E. The Employer agrees to provide this service without charge to the Union.

F. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check off authorization form, no further deductions shall be made until the matter is resolved.

G. The Employer shall not be liable to the Union by reason of the requirements of this section for the remittance or payment of any sum other than that constituting actual deductions made from employee wages. The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, costs, suits, and liability, including costs and attorney fees of defending against same, arising from or relating to this section, or the section on Union membership and agency shop, or compliance therewith by the Employer.

ARTICLE III

Work Schedules and Overtime

Section 3-1: Work Week (TA: 3-14-05)

Work assignments shall recognize the principle of the forty-hour week, and a five consecutive day week. However, this shall not be construed as constituting a guaranteed number of hours or days per week or as restricting the Board's right to employ employees on a part-time basis. All work in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the regular rate.

Section 3-2: Work Day (TA: 3-14-05)

An employee's days and hours of work shall be scheduled by the Employer. Employees shall be given reasonable advance notice of their work schedules. The Employer will provide at least two (2) weeks advance notice of an indefinite change in an employee's work schedule.

Section 3-3: Lunch and Rest Periods (TA 7-25-05)

Lunch periods shall be thirty (30) minutes in length and may be optional for the employee with the approval of their building principal. The option of having a lunch period or not having a lunch period must be requested by the employee when schedules are made for the upcoming school year. Employees will be paid for working during lunch periods including when an employee who normally takes a lunch period, is required to cover for another paraprofessional during his/her normal lunch period. The Board will provide two (2) 15 minute breaks for full-time employees.

Section 3-4: Overtime (TA: 3-14-05)

All overtime must be authorized and approved in advance by the employee's supervisor except when an employee's work requires the employee to be with a member past the scheduled hours of work.

Section 3-5: Court Appearances (TA: 3-14-05)

An employee who is required to testify in a case or hearing as part of their job duties shall be paid at the regular hourly rate for all regularly scheduled working time lost in connection with such case or hearing, provided the employee is not an adverse party in such proceeding.

Section 3-6: Extended Hours (TA: 3-14-05)

The employer shall not require a part-time employee to work more than forty (40) hours per week during any period of three (3) consecutive weeks unless the employee agrees to such extended hours.

Section 3-7 Holidays (TA: 9-21-05)

A. Effective July 1, 2005, bargaining unit employees will be paid for hours they would otherwise have been scheduled to work, at their regular straight-time hourly rate, for the following holidays (or days designated for observance of the holidays):

- New Year's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Good Friday

B. When recognized holidays fall on a Saturday or Sunday, it may be celebrated on the last regular business day preceding the holiday or the next business day following the holiday, at the option of the Employer

C. In order to be eligible for paid holiday benefits, an employee must satisfy the following eligibility requirements:

1. The employee has completed the probationary period as of the date of the specified holiday.

2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
3. The employee must have worked the employee's full scheduled work day after each specified holiday, unless the employee is on approved paid leave, or approved vacation.

D. When one of the specified holidays falls within an eligible employee's approved vacation period, the employee will not be charged a vacation day for the designated holiday.

E. Employees who work any of the specified holidays shall receive holiday pay for which they are eligible, in addition to the premium payable in accordance with other provisions of this Agreement.

ARTICLE IV

Other Conditions of Employment

Section 4-1 (TA: 3-14-05)

- A. The employees shall have the right to use school building facilities at times when no Parapros/Childcare Givers are on regular duty. Authorization shall be obtained from the building principal before a building facility may be utilized.
- B. Miscellaneous:
 1. The use of school mail boxes for official Union business of the organization.
 2. A bulletin board for employee use will be provided.
 3. The only person who can authorize a notice to be posted on the Union Bulletin boards shall be the President of the local Union, or its business representative, or the chief steward. The Board reserves the right to remove any notice that in any way is not concerned with Union business. The bulletin board shall not be used for political announcements for public office.
 4. Requests for use of other school equipment shall be made of the building principal in advance of the utilization. However, requests may not always be granted.

Section 4-2 (TA: 3-14-05)

The Board agrees that it will allow properly accredited representatives of the Union access to the building at any time during working hours for the purpose of policing the terms and conditions of this agreement. During school hours, the Union representatives shall first announce their presence at the principal's office and display identification if requested before proceeding to the work place. Union representatives shall not engage in conduct which disrupts School District operations or interferes with performance by an employee of his/her assigned duties or responsibilities.

The Union shall have the right to examine payroll records pertaining to the computation of compensation of any Parapro/childcare giver whose pay is in dispute or any other records of the Board pertaining to a specific grievance, provided the employee involved shall give his/her consent in writing to the Union for the opening of his/her personnel file.

Section 4-3 (TA: 3-14-05)

In the event of an open position in the bargaining unit which the Board determines to fill, such vacancy shall be posted on the staff room bulletin board in each building at least five (5) days prior to permanently filling the position. The Board will consider any interested applicant. Where qualifications are equal, seniority may be a factor considered. (Policies 4111 & 4120)

Should new positions be created, the duties and responsibilities of which are substantially different from existing job classifications, the parties agree to reopen negotiations for the purpose of establishing a classification level for the new position.

Section 4-4 (TA: 3-14-05)

Local 580 shall have an updated copy of the written Board policy. Master agreement can not conflict with existing Board policy.

Section 4-5 (TA: 3-14-05)

Employees shall report promptly to the building principal or supervisor as appropriate, any occurrence of disrespectful treatment from students, fellow employees or the public.

Section 4-6

In case of a vacancy in a Parapro/Child Care Giver position of which it is the intention of the Board to fill with a regular employee, or in the absence of a Parapro/Child Care Giver, a substitute shall be employed to fill the open position on a temporary basis if available. If no substitute is available, regular Parapro/Childcare Givers may be required to work additional hours at their regular wage rate to complete the work assigned to the vacant position.

Section 4-7 (TA: 3-14-05)

As per Board policy, new employees will be required to go through the criminal history check at their own expense. In addition, all paraprofessionals will be required to receive training in First Aid, including CPR. The Board will provide the First Aid and CPR training at no expense to the employee. (Policy 4121: PA 68 of 1993, 99 of 1193)

Section 4-8 (TA: 3-14-05)

Employees may be required to have a medical examination. If required, the cost will be paid by the Board of Education. To receive payment, a receipt from the doctor must be presented. The frequency of the medical examinations shall be at the discretion of the Board. Further, the Board reserves the right to name a specific medical doctor in specific instances.

Section 4-9: NCLB (TA: 3-14-05)

Paraprofessionals must meet the certification requirements as required by the No Child Left Behind Act starting January 2006. Failure to meet these requirements will cause for immediate dismissal. (Policy 4120: M.C.L.A. 37.2101 et seq., 380.1230/20 U.S.C. 6319)

Section 4-10 (TA: 3-14-05)

A newly hired employee is considered probationary for the first school year (September-May) one hundred sixty seven (167) days of his/her employment. The Board may replace a probationary employee any time during the probationary period. A probationary employee is not eligible for any paid personal business days, paid sick days, or paid holidays until probationary period is completed.

Section 4-11 (TA: 3-14-05)

All non-teaching employees are to fill-out time sheets. These must be signed by respective supervisors/directors by noon on Thursday. Time is to be recorded daily. Any additional time must be indicated in fifteen (15) minute blocks. No employee may work overtime without prior permission of his/her supervisor/director.

Section 4-12 (TA: 3-14-05)

A daily work schedule will be developed by the building administrator as per the job description for the various paraprofessional/childcare giver positions. Input from the paraprofessionals and child care workers will be considered. Seniority will be considered in determining the length of the work day and assignments. Employees are subject to assignment and transfer at the discretion of the school administrator as per Board of Education Policy. Also, a teacher has the right to refuse a paraprofessional if, in their judgment, this paraprofessional would not further the educational benefit to the students either because of a lack of skills, knowledge, or compatibility to work effectively with either the students and/or the teacher. If a paraprofessional is refused by the teacher, it would be the intent of the building administrator to appropriately place the paraprofessional if such position is available and find another paraprofessional who meets the expectations of the classroom teacher and/or building principal. The goal would be to not lay-off a paraprofessional if possible but to find a potential switch to keep all union members employed. (Policy 4111)

Additional Requests:

Section 4-13

Paraprofessionals/Childcare workers, who are required to receive special training related to their job duties, will be paid for hours spent in training at their normal hourly rate. **(TA: 3-14-05)** Time spent in training sessions that occur during a non-working day (i.e. Saturday), will be paid at the employee's regular hourly rate unless it causes the employee to exceed 40 hours during the work week. All training must be pre-approved by the Building Principal and/or Superintendent. **(TA: 3-14-05)**

ARTICLE V Leaves of Absence

Section 5-1. Sick Leave of Absence

Sick leave of absence, as prescribed in paragraph A below, may be granted for the reasons listed in paragraphs B, C, and D.

- A. **Sick Leave. (Note: TA 9-22-05)**
After the probationary period, Sick leave will be granted on prorated bases at a rate of one (1) day per month worked. The days may accumulate up to 18 days. Upon termination, all accumulated sick days will be forfeited and unpaid.
- B. **Personal Illness.** A written statement may be required from the attending physician in cases of an injury or illness that keeps a Parapro/childcare giver from work for five (5) or more consecutive working days or in the event of a pattern of absenteeism.
- C. Sick days can be used for family illnesses.
- D. When an employee is returning from a leave connected with personal illness or disability, the Board reserves the right to require medical evidence of the employee's ability to resume normal job duties. The Board shall also have the right to have the employee examined by a Board selected physician, psychiatrist, and/or psychologist at the Board's expense.
- E. In the event of continued summer employment, sick time will accumulate at the same rate for a regular full time paraprofessional.

Section 5-2. Unpaid Health Leave of Absence (TA: 3-14-05)

- A. Any Parapro/childcare giver with one (1) year seniority or more, whose personal illness extends beyond the period compensated, will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of one (1) year. The one (1) year maximum period shall begin to run on the first day the employee was absent due to the personal illness. Further extensions may be granted at the will of the Board. Upon return from leave, an employee may be assigned to the same or a similar position.
- B. Whenever a leave of absence is granted as described, an employee must give acceptable professional evidence of recovered health before being permitted to return to duties in this school system. The Board reserves the right, at its option, to require employees to be examined by a doctor of the Board's choice.

Section 5-3: Unpaid Parent Leave of Absence (TA: 3-14-05)

Unpaid parental leave (including adoption) shall be granted and shall not exceed ninety (90) working days. The duration of the leave is to be agreed upon between the support personnel employee and the Board at the time of the request. Further extensions may be granted at the will of the Board. The support personnel employee, upon termination of leave, may be assigned to the same or similar position. This shall be considered a "voluntary leave" under this agreement.

Employees qualifying for maternity leave shall receive sick leave benefits for which they are qualified. Sick leave shall be limited to the period the employee is physically unable to work due to a pregnancy related disability.

Section 5-4. Unpaid Leave of Absence (TA: 3-14-05)

The Board may grant an unpaid leave of absence upon the request of a support personnel employee for other reasons not otherwise herein provided. This shall be considered a "voluntary leave." General conditions pertaining to unpaid leaves shall be as follows:

- A. Application for leave shall be made to the Superintendent at least thirty (30) days in advance of the anticipated beginning date of the leave, except in cases of emergency.
- B. Seniority shall remain unbroken and shall continue to accrue during unpaid leaves of absence. However, no experience credit for the purpose of entitlement to any other benefit under this agreement shall accrue during unpaid leaves.
- C. All requests for unpaid leaves shall be submitted to the Superintendent in writing. The request shall specify the desired beginning and ending dates of the leave and the purpose for which leave has been requested.
- D. An extension may be granted on the above-stated leaves. At least thirty (30) days prior to the ending date of the leave (except in cases of emergency), a Teamster Local 580 bargaining unit member must notify the Board in writing of the request for an extension, giving the ending date of the extension. The Board will notify the Teamsters 580 bargaining unit member within ten (10) days upon receipt of the request for extension as to whether or not the extension has been granted.
- E. When an employee is returning from an unpaid leave connected with personal illness or disability, the Board reserves the right to require medical evidence of the employee's ability to resume normal job duties. The Board shall also have the right to have the employee examined by a Board selected physician, psychiatrist, and/or psychologist at the Board's expense.

Section 5-5. Family and Medical Leave (TA: 3-14-05)

A. Upon request, the Board shall grant a leave of absence to any employee who is eligible for leave pursuant to the Family Medical Leave Act (F.M.L.A.) for the following reasons:

1. The serious health condition of the employee; or
2. The serious health condition of the employee's immediate family member as outlined in the law; or
3. The birth of a child; or
4. The placement of a child for adoption or foster care

Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.

The maximum accumulated leave time granted pursuant to this section shall be limited to twelve (12) full weeks (60 working days) during the school district's normal fiscal year (July 1 - June 30).

- B. Upon return from the leave, the employee may be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall return to a position equivalent in pay, benefits, hours if available, and other terms and conditions of employment.
- C. The Board shall have the option of first requiring the use of paid sick leave during the leave. The remainder of any leave time will be unpaid.
- D. Insurance benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.
- E. Seniority shall continue to accrue during the leave.
- F. The employee may, with administrative approval, have the right to take the leave on a reduced or intermittent schedule as outlined in the law.
- G. The employee shall provide the Board at least thirty (30) calendar days written notice of the request for the leave when the need is foreseeable. It will include the reason for the request; the expected beginning date; the expected ending date.

- H. Nothing in this article shall reduce any rights or benefits an employee or employer would otherwise be entitled to under the Family and Medical Leave Act.

Section 5-6. Bereavement Leave of Absence (TA: 7-25-05)

- A. Funerals in the immediate family. A maximum up to three (3) days pay may be granted at the time of death when needed in case of death in the immediate family. The term "immediate family" is defined as follows: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-sister, step-brother, step-child, or a person for whom the employee principally is responsible for financial and physical care.
- B. Funerals outside the immediate family. One (1) day without pay may be granted for attendance at funerals of persons outside the immediate family. If additional time is needed, it may be requested as personal business leave.

Section 5-7 (TA: 3-14-05)

Employees who wish to verify their leave time may do so at any time by making an appointment with the personnel office.

**ARTICLE VI
Grievance Procedures**

Section 6-1 (TA: 3-14-05)

An employee, group of employees, or the Union may file a grievance alleging a violation or misinterpretation of any provision of this agreement. All parties to a grievance shall identify themselves.

Individual employees may present a grievance and have it adjusted with or without the intervention of the Union, if the adjustment is consistent with the terms of this agreement. However, the Union shall be given an opportunity to be present at the adjustment.

- A. Informal procedure: The following step shall be oral and within the time specified:
1. Any Parapro/childcare giver or group of Parapro/Childcare Givers believing there is a violation as stated above shall discuss same with their building principal or supervisor, within ten (10) working days from the alleged violation.
 2. If the decision of the immediate supervisor is not satisfactory, the Parapro/childcare giver or group of Parapro/childcare givers may file a written

grievance within ten (10) working days of the Principal or supervisor's decision under the formal grievance procedure.

Failure to file a written grievance shall be deemed acceptance of the decision of the principal or supervisor.

B. **Formal grievance procedure.** Written grievances shall contain the following information:

1. A concise statement of the facts alleging the violation.
2. The specific section of this agreement, which is alleged to have been violated.
3. The relief requested.
4. The signature or signatures of all of the grieving parties.

A grievance may be rejected if it does not contain the aforementioned information. Rejection of a grievance shall not result in an extension of the timelines for filing a grievance.

C. **Steps to be followed:**

1. If the decision of the Principal/Supervisor is unsatisfactory to the grieving Parapro/childcare giver or the Union, he/she or they shall file a written grievance to the Superintendent within ten (10) days after the decision of the Principal/Supervisor. Within ten (10) days of receipt of a grievance, the Superintendent shall schedule a meeting. Within ten (10) days of the meeting on the grievance, the Superintendent shall render a decision in writing, transmitting a copy thereof to the Union and to the grieving Parapro/childcare giver or Parapro/Childcare Givers.
2. If the decision of the Superintendent is unsatisfactory to the grieving parapro/childcare giver or the Union, he/she or they shall file a written grievance to the Personnel Committee of the School Board within ten (10) days after the decision of the Superintendent. Within ten (10) days of receipt of a grievance, the Personnel Committee of the School Board shall schedule a hearing. Within ten (10) days of the hearing on the grievance, they shall render a decision in writing, transmitting a copy thereof to the Union and to the grieving Parapro/childcare giver or Parapro/Childcare Givers, and filing a copy in a permanent file in the Superintendent's office.
3. If the decision of the Personnel Committee of the School Board is unsatisfactory to the Parapro/childcare giver(s) involved, he/she or they may file through the Union a request for mediation with the Michigan

Employment Relations Commission. Such requests shall be filed within ten (10) days of the Personnel Committee's decision in step C.2 above.

4. Within ten (10) days after the termination of mediation, either the Union or the Board may, by written notice to the other party, elect to submit a grievance to arbitration. The Secretary Treasurer and/or Executive Board of the local Union shall have the right to determine whether or not the grievance is qualified to be admitted for arbitration by the Union. The Union and the Board shall join in asking the Michigan Employment Relations Commission to submit a panel of five (5) names. The parties shall then alternately cross off names with the party which brought the grievance to arbitration having first choice until only one (1) name remains and he/she shall be the arbitrator for that specific grievance. The arbitrator shall give both parties full opportunity to present evidence and to argue the grievance orally, or in writing, and shall be bound by the transcript of the testimony and exhibits. In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award. In any event, he/she shall make a written decision and his/her award shall be binding upon the Board, the Union and the aggrieved.

D. Powers of the arbitrator. The arbitrator's powers are subject to the following limitations:

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
2. He/she shall have no power to establish salary scales or to change any salary.
3. He/she shall have no power to change any practice policy or rule of the Board, nor substitute his judgment for that of the Board or any action taken by the Board, except where a practice, policy, rule or action is in conflict with the express terms of this agreement.
4. He/she shall have no power to decide any questions which, under Article XVII of this agreement, is within the responsibility of the management. In rendering a decision, an arbitrator shall give due regard to the responsibility of management 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.
5. He/she shall have no power to interpret state or federal law.

6. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
 7. He/she shall have no power to decide any dispute related to the termination of services of or failure to re-employ any probationary employee.
- E. After a case on which the arbitrator is powered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
 - F. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act on the merits of the case until the arbitrability matter has been determined in writing by the arbitrator. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - G. More than one (1) grievance may not be considered by the arbitrator at the same time except upon express written mutual consent, provided, however, the board may require consolidation of grievances of a similar nature where consolidation will avoid unnecessary duplication of effort and expense.
 - H. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost or representation including any expense of witnesses.
 - I. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event, however, shall an award or settlement be made retroactive beyond thirty (30) calendar days prior to the date the grievance was filed.
 - J. The time limits provided in this agreement 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 during the life of the contract may be processed through the grievance procedure until resolution.
 - L. Failure to institute a grievance or appeal a decision within the time specified shall be deemed acceptance of the decision at that level. Should a Parapro/childcare giver or group of Parapro/Childcare Givers or the Union withdraw a grievance at any level, or should a Parapro/Childcare giver or a group of Parapro/Childcare Givers leave the employ of the Board, all further proceedings on said grievance shall be barred.
 - M. For purposes of this Article, the terms "day" or "days" or "work day" or "work days" shall mean days when the School District's Central Office is open for business.

ARTICLE VII Seniority

Section 7-1 (TA 3-14-05)

- A. There shall be two separate classifications: paraprofessionals and childcare givers. Seniority shall be based upon classification and shall be defined as length of service in the classification. If an employee transfers from one of the aforementioned classifications to another classification in the bargaining unit, his/her seniority in the classification from which he/she transfers shall be frozen. Accumulation of seniority shall commence upon the first day of performing bargaining unit work. All seniority shall be forfeited when the employee resigns, retires, dies or is terminated. An employee who is transfers to a non-bargaining unit position shall not accumulate seniority while he/she works in the non-bargaining unit position. However, if the employee returns to the bargaining unit classification, he/she shall maintain the seniority he/she had the time of his/her transfer out of the bargaining unit.
- B. Paraprofessionals and Childcare Givers do not have seniority rights over each other. These are two different working classifications.
- C. Probationary employees shall have seniority from their initial date of hire but shall not be entered on the seniority list until completion of their probationary period. Probationary employees shall be responsible for conforming to the Agency Shop provisions of this agreement upon their initial date of hire.
- D. The Board shall prepare a seniority list for all Union members which shall be updated annually. The seniority list shall be posted and transmitted to the Union within five (5) days of its compilation or revision. If no objections are received within thirty (30) days thereafter as to the accuracy of the seniority list, the Board's list shall be regarded as conclusive. The Board shall insert the seniority list in the Union member's pay envelope on the next pay day after revision of the seniority list.
- E. In the event that there are ties in seniority, the affected employees shall draw lots to determine position on the seniority list. The Union shall be present at such drawing.

Section 7-2: Reduction in Personnel, Layoff and Recall (TA: 3-14-05)

- A. Layoff shall be defined as a determination by the Board to effectuate a reduction in the total number of employees, which reduction is implemented through discontinuing bargaining unit position(s) to the extent practicable. The parties agree that the intent of this provision is to avoid general reductions in hours among all positions within the classification. However, the parties agree to confer

(at the time layoff notices are issued) regarding alternative reducing hours as opposed to the elimination of full-time position(s). The Board reserves the right to select the classification(s) or school in which reduction shall take place.

- B. Employees to be laid off will receive at least five (5) working days written notice of layoff. If the written notice of layoff is provided during the summer months between academic years, employees to be laid off will receive at least five (5) calendar days written notice of layoff.
- C. Layoffs will occur according to the following procedure:
 - 1. Probationary employees within the affected classification(s) of general Parapro/childcare giver shall be laid off first provided the remaining employees are qualified to perform the remaining work.
 - 2. Non-probationary employees within the affected classification(s) shall then be laid off in inverse order of seniority, provided that the remaining employees are qualified to perform the remaining work as determined by the building administrator and teachers who may be affected.
 - 3. In the event of a layoff of a full-time employee, he/she shall have the right to displace the least senior employee in the classification for which he/she is qualified.
- D. The Board shall recall employees from layoff according to seniority within the classification of the vacant position(s), provided that the recalled employee is presently qualified (at the time of recall) to perform the available work as determined by the building administrator.
- E. Notices of recall shall be sent by certified mail, return receipt requested, to the employee's last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled employee shall be given seven (7) work days from receipt of notice to report to work. Provided, that if the employee receives more than seven (7) work days advance notice of recall the employee shall immediately give a written acceptance or rejection of the position to the Superintendent. The Board may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within a seven (7) day period. Any employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights under this agreement and shall be considered resigned.

- F. Any layoff under this Article shall suspend, for the duration of the layoff, the Board's obligation to pay salary or any other benefits under this agreement.
- G. Parapro/Child Care Giver personnel upon recall shall be reinstated with all rights and benefits they accrued prior to layoff.
- H. Parapro/Child Care Giver employees on layoff shall retain their seniority for purposes of recall for a period of one (1) year.

ARTICLE VIII

Discipline or Discharge

Section 8-1 (TA: 3-14-05)

- A. The Board agrees not to discharge or suspend any non-probationary employee without just cause. In respect to discharge or suspension, for minor offenses the Board shall give at least one (1) warning notice to the employee in writing mailed to his home address, with a copy to the steward and Union so that the employee may have an opportunity to make suitable corrections prior to further discipline or discharge. No warning notice need be given to a employee before he/she is disciplined for any of the following offenses which the parties agree constitute just cause for discharge: (a) dishonesty, (b) drunkenness, (c) recklessness resulting in a serious accident, (d) conviction of a felony, (e) falsification of his application for employment, (f) sabotage of school property, or (g) conduct involving moral turpitude.
- B. Discipline or discharge will result if a Parapro/childcare giver:
 - 1. Is insubordinate - refuses to do the work assigned to him effectively.
 - 2. Conducts himself in a manner unbecoming a school employee such as drinking, cursing, being unkempt, stealing, etc.
 - 3. Is disrespectful to his co-workers, supervisors or the public.
 - 4. Lacks sufficient competence in his work assignments to do the work satisfactorily.
 - 5. Is convicted of any felony or circuit court misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage or property of the school district.
 - 6. Is absent from work without properly reporting his absence as specified in Board procedure or without receiving his leave under the provisions of this agreement.

7. Falsifies any document relating to his compensation, or that of another Parapro/childcare giver, including but not limited to the application for employment, time sheets, leave of absence cards and vacation request forms.
 8. Fails to give timely notice of intent to return from a layoff or extended leave of absence.
 9. Absence without proper notification
 10. Repeated and/or chronic tardiness
 11. Incompetence in work performance
 12. Employees must establish and maintain proper relationships with students. Accordingly, improper physical contact, mistreatment, or other misconduct directed toward children by an employee will constitute sufficient reason for loss of employment
- C. Discharge shall be in writing, a copy of which shall be given to the Steward and to the Union. Any Parapro/childcare giver may request investigation of his/her suspension or discharge within ten (10) days of the date thereof. If an investigation results in the filing of a grievance, which results in the overturning of the suspension or discharge, pay will be at the regular rate of pay.

ARTICLE IX Union Representation

Section 9-1: Stewards (TA: 3-14-05)

The Board recognizes the right of the Union to designate stewards and alternates from among the Parapro/Childcare Givers. One alternate shall be designated. The Union shall inform the Board in writing as to which Parapro/Childcare Givers have been designated as stewards and alternates. In the absence of the steward from work, the alternate shall exercise his/her functions. When all Parapro/Childcare Givers are working the day shift, the day shift steward or his/her alternate has sole authority.

Section 9-2 (TA: 3-14-05)

The authority of the stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following activities:

- A. The investigation and the presentation of grievances to the Board or designated Board representative in accordance with the provisions of this agreement; and

- B. The transmission of such messages and information as shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information have been reduced to writing.

Section 9-3: Visits by Union Representatives (TA: 3-14-05)

The Employer agrees that accredited non-employee representatives of the Union, and employee representatives who are off duty, shall have access to Employer facilities which are not otherwise restricted, for reasonable periods of time to conduct Union business related to enforcement of this Agreement. Such access shall be during the Employer's normal business hours, and only after obtaining advance approval from Employer representatives, which shall not be unreasonably denied. Meeting areas shall be designated by the Employer and any meeting shall be confined to that area.

Section 9-4: Special Conferences (TA: 3-14-05)

A. Special Conferences on important matters, excluding grievances and negotiations, will be arranged between the Employer and the Union upon the request of either party, but not more frequently than once per calendar quarter absent mutual agreement. These will not be paid meetings.

B. Unless otherwise agreed, Union representation at Special Conferences shall be limited to not more than two (2) employee representatives and one (1) non-employee representative. These meetings will be held after school without pay.

C. Special Conferences shall be held at mutually agreed upon times, and an agenda of the matters to be discussed at a Special Conference shall be presented at the time the conference is requested. If the other party has an agenda of items it wishes to discuss, it shall be delivered before the meeting. These meetings will be held after school without pay.

D. Employee representatives will not lose time or pay from their regularly scheduled work while attending such conferences. The meetings will not take place during regular business hours of operation.

E. It is expressly understood that this Special Conference provision is not to be used as a substitute for the Grievance Procedure and is not subject to the Grievance Procedure; nor shall participation in Special Conferences obligate either party to negotiate, modify or otherwise change the terms of this Agreement. However, this does not prohibit the discussion of grievances or items of concern to the parties in the interpretation and enforcement of this Agreement.

Section 9-5: Bulletin Boards (TA: 3-14-05)

A. The employer will provide reasonable space on a bulletin board designated by the Employer by the Employer which may be used by the Union for posting notices of the following types:

1. Union meetings

2. Union elections and the results
3. Union recreation or social events
4. Other official Union communications concerning Union affairs which are not political or controversial in nature

B. All materials shall be signed and dated by the responsible Union official before being posted. Partisan political materials (including Union election/campaign materials), cartoons, or other materials which are derogatory toward the Employer, employees, or Union shall not be posted on Union bulletin boards, and the Employer may remove any material which does not comply with this section. The Employer will notify the Union Steward of the removal of any material.

ARTICLE X

Continuity of Operations

The Union and the Board agree that there will be no strike or lockout during the course of this agreement. (TA: 3-14-05)

ARTICLE XI

Negotiation Procedures

Neither party shall have any control over the selection of the negotiation representatives of the other team. Each side may select its own representatives. No final agreement between the parties may be executed without ratification by the Board and by the members of the Union, but both parties agree that representatives selected by each shall be empowered with the authority to make proposals, in the course of negotiations, subject only to such ultimate ratification. (TA: 3-14-05)

ARTICLE XII

Separability and Savings Clause

If any Article or Section of this agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this agreement and of any rider hereto, or the application of such Article or Section to persons of circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of

arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. (TA: 3-14-05)

ARTICLE XIII

Loss or Damage

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. (TA: 3-14-05)

ARTICLE XIV

Equipment, Accidents, and Reports

Parapro/Childcare Givers shall immediately report all accidents or injuries to their immediate supervisor. Such reports shall be made on a suitable form furnished by the Board.

Parapro/Childcare Givers will not undertake to perform any activity involving dangerous conditions of work or danger to a person or property in violations of an applicable statute, court-order, or governmental regulation relating to safety of persons or equipment. If he/she does so, such Parapro/childcare giver will be subject to disciplinary action. (TA: 3-14-05)

ARTICLE XV

Jury Duty

An employee who serves on Jury Duty will be paid the difference between his/her pay for that duty and his/her regular pay provided proof of service and pay is submitted. Jury service will not be charged to sick leave. (TA: 3-14-05)

ARTICLE XVI

Miscellaneous

Section 16-1

When the Board needs additional Parapro/Childcare Givers, it shall give the local Union opportunity along with other sources to provide suitable applicants, but the Board shall not be required to employ those referred by the local Union. (TA: 3-14-05)

ARTICLE XVII

Management Rights

The Board retains the sole right to manage the school district including all rights to manage which are not inconsistent with this agreement; the right to decide the number of personnel to be employed within the school district, the right to schedule all operations; the machines and other equipment to be used; the right to establish and change work schedules and to maintain order and efficiency in the school district and in the operations thereof; the right to reassign, transfer, and promote employees and to suspend, discipline and discharge employees for just cause; the right to determine the starting and quitting times; shifts, and the number of hours to be worked; the right to assign overtime and to introduce new and improved methods, facilities, or standards or to change existing methods of facilities; to make Board rules and regulations not in conflict with this agreement. The foregoing rights are by way of illustration only and, in general, all rights and privileges belonging to the Board which are not restricted or abridged by this agreement are reserved to the Board, subject only to the condition that such rights shall not be exercised in any manner which is inconsistent with this agreement. (TA: 3-14-05)

ARTICLE XVIII Termination of Agreement

Section 18-1

This agreement shall be in full force and effect as of the date it was ratified by the parties and shall expire June 30, 2008. (TA: 3-14-05)

Section 18-2 Negotiations for a successor agreement shall commence at least forty-five (45) days before the expiration or amendment date of this Agreement. (TA: 3-14-05)

**BOARD OF EDUCATION OF
WEBBERVILLE COMMUNITY SCHOOLS**

**INTERNATIONAL BROTHERHOOD
TEAMSTERS LOCAL UNION NO. 5 80**

Dr. William C. Skilling, Superintendent

George Warner, Secretary-Treasurer

Dated: _____

Dated: _____

**Appendix A:
Schedule A**

| Paraprofessional | <u>2004-2005</u> | <u>Sub Rate</u> |
|-------------------------|-------------------------|------------------------|
| Hire | \$10.08 | \$8.00 |
| 1 | \$10.43 | |
| 2 | \$10.66 | |
| 3 | \$11.03 | |
| 4 | \$11.35 | |

| Childcare Worker | <u>2004-2005</u> | <u>Sub Rate</u> |
|-------------------------|-------------------------|------------------------|
| Hire | \$7.50 | \$7.00 |
| 1 | \$7.90 | |
| 2 | \$8.30 | |
| 3 | \$8.70 | |
| 4 | \$9.10 | |

Contract period is the date ratified, November 14, 2005 to June 30, 2008. Wage re-opens will occur the second and third years of this contract. All paraprofessionals and childcare workers will be placed on the appropriate wage scale and at the appropriate levels according to their job classification and years of experience. Bargaining unit employees will get their regular hourly rate for subbing within their classification. If a paraprofessional subs as a childcare worker, the paraprofessional will receive the childcare sub rate. Likewise, if a childcare worker subs as a paraprofessional, the childcare worker will receive the paraprofessional sub rate. Childcare workers will receive retroactive pay starting with their first pay in September of 2005 once this contract is ratified by both parties.