

Collective Bargaining Agreement

Between the

Williamsville Central School District

and the

**Williamsville Association of
Education Related Personnel**

January 29, 2024 - June 30, 2026

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**ARTICLE 1
PREAMBLE**

- 1.1 PREAMBLE – This Agreement is made by and between the Williamsville Central School District (hereinafter called the “District”) and the Williamsville Association of Education Related Personnel (hereinafter called the “Association” or “WAERP”).

**ARTICLE 2
DEFINITIONS**

2.1 DEFINITIONS

- 2.1.1 The term “Board” when used herein shall mean the Board of Education of the District.
- 2.1.2 The term “Superintendent” when used herein shall mean the Superintendent of Schools of the District or a person designated by the Board to act in that capacity.
- 2.1.3 The term “Assistant Superintendent for Human Resources” when used herein shall mean the Assistant Superintendent or Executive Director of HR for the District or a person designated by the Board to act in that capacity.
- 2.1.4 The term “unit member” when used herein shall mean any unit member included within the negotiating unit set forth in paragraph 3.1 herein.
- 2.1.5 The term “party” when used herein shall mean the Association or the District.
- 2.1.6 Every effort has been made to ensure that language in this Agreement is gender neutral. To that effect, both the singular and plural “they,” “them,” and “their” have been used throughout.
- 2.1.7 Full-Time Unit member – A full-time unit member (salaried, as used in this Agreement, refers to the payment method for full-time unit members, not to the Fair Labor Standards Act definition of a salaried employee) is a unit member who works a normal schedule of thirty-five (35) hours or more on a 10- or 12-month basis.
- 2.1.8 Part-Time Unit member – A part-time unit member is a unit member who works a normal schedule of less than thirty-five (35) hours per week.
- 2.1.9 Regular Appointment – A regular appointment is an appointment by the Board to a position that will exist for more than six (6) months.

ARTICLE 3
RECOGNITION/UNIT DEFINITION

- 3.1 RECOGNITION – The Association shall be the exclusive bargaining agent for all clerical unit members, competitive and noncompetitive, Computer Support Assistants, Board appointed temporary unit members, Teacher Aides, and School Monitors. The unit excludes per diem substitutes, non-Board appointed temporary employees, student workers, confidential clerical positions, and secretaries to the Assistant Superintendents and secretary to the Superintendent.
- 3.2 LABOR/MANAGEMENT MEETINGS – Upon request, the Superintendent, or their designee(s), and Association Representative(s), designated by the Association President, shall meet regularly, as needed, at a mutually convenient time to discuss matters of concern in the District, including policies, issues, and implementation of this Agreement.

ARTICLE 4
ASSOCIATION RIGHTS

- 4.1 POSTING NOTICES – The Association shall have the right to post notices of Association activities on assigned bulletin boards subject to the tacit approval of the Building Administrator. The Association shall have the right to distribute materials to the members in each building using the school mail if a copy is provided to the Building Administrator and the Assistant Superintendent of Human Resources. Association committee members will be allowed to communicate with one another using e-mail if a copy is provided to the Building Administrator and the Assistant Superintendent for Human Resources. E-mail will be in the form of straight text with no attachments and will not be used for total membership distribution.
- 4.2 PRESIDENT'S ACTIVITY ON WORK TIME – The President of the Association and/or a designee may engage in activity pertaining to the administration of this Agreement during regularly scheduled working hours with prior approval of the Assistant Superintendent for Human Resources. Prior approval will not be withheld unreasonably.
- 4.3 ASSOCIATION BUSINESS DAYS – The District will grant leave days to persons authorized by the Association President for conferences, meetings, and workshops without loss of pay. The total number of such leave days shall not exceed twenty (20). The Association President must notify the Assistant Superintendent for Human Resources in writing three (3) days in advance of the day to be used. The unit member should also contact the immediate supervisor three (3) days prior to using an Association business day.
- 4.4 DUES DEDUCTIONS – The District shall deduct dues, and agency fee if allowable by law, in accordance with the following procedures:

1. Deductions will be made for those bargaining unit members who have submitted a signed authorization to the District. Once submitted, an authorization will remain in effect so long as the person continues in the District's employ, unless it is earlier revoked by a written-signed statement submitted to the District by the employee in accordance with NYSUT rules and procedures.
 2. The amount of dues or agency fee to be deducted will be certified in writing by the Association to the Assistant Superintendent for Human Resources prior to August 15th of each year.
 3. Deductions will begin with the second pay period in September for all unit members for whom an authorization is then on file. Dues will be deducted in twenty equal installments.
 4. Those unit members who submit authorizations after the second payroll in September will have dues deducted for the remaining pay periods beginning with the payroll period following the submission of the authorization.
 5. Following the final pay period in each month in which dues deductions have been made, the District shall transmit the amount so deducted to the Association.
 6. The Association will hold the District harmless against all claims, demands, suits, and liabilities arising out of the operation of this section.
- 4.5 MEMBERSHIP BENEFITS – The District will provide payroll deductions for NYSUT member benefits.
- 4.6 MANAGEMENT RIGHTS – The District retains all management rights not bargained away and may exercise the same as long as such actions are not violative of law or the terms and conditions of this Agreement.

ARTICLE 5 NEGOTIATIONS PROCESS

- 5.1 NEGOTIATIONS PROCEDURES – The Association and the District shall exchange written proposals for a successor agreement not later than January 15 of the final school year of this Agreement. The parties will hold their first negotiation session prior to February 15.
- 5.2 COMPLETE AGREEMENT – The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be opened on any item during the term of this Agreement, whether contained herein or not, unless it is mutually agreed upon by both parties. This Agreement constitutes the entire agreement between the parties.
- 5.3 CONFORMITY TO LAW – If any portion of this Agreement is declared unlawful, such portion shall not be given effect, but the remainder of this Agreement shall continue in full force and effect.

- 5.4 RETROACTIVITY – Except as otherwise specifically stated, the Contract is retroactive to January 29, 2024.
- 5.5 COPIES – Copies of this Agreement shall be prepared by the District at its expense and shall be furnished by the Superintendent to the Board and all unit members.

**ARTICLE 6
BOARD OF EDUCATION APPROVAL**

- 6.1 LEGISLATIVE APPROVAL – It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE 7
COMPENSATION**

- 7.1 SALARY SCHEDULE – Starting pay in each job title shall be found in Appendix B.
 - 7.1.1 Effective upon ratification, the base pay for Teacher Aides shall increase by \$3.00 per hour, and the base pay for all other staff including clerical employees shall increase by \$3.25 per hour.
 - 7.1.2 Effective July 1st of each year of the negotiated Agreement, unit members who have worked more than six (6) months of the year will receive the following increases:

| | |
|--------------|------|
| Unit Members | 2.9% |
|--------------|------|

Appendix B contains starting salaries in each job title.

- 7.2 LONGEVITY – On the January 1st or July 1st following the completion of a unit member's 4th, 9th, 14th, 19th, 24th, and 29th year of continuous service, whichever is sooner, such unit member will be eligible for a longevity payment. During the preceding year of service, the unit member's work performance will be evaluated, and the recommendations for granting the increase will be based upon the evaluation.

| <u>Beginning Year</u> | |
|-----------------------|-----------------|
| 5 | \$0.55 per hour |
| 10 | \$0.60 per hour |
| 15 | \$0.65 per hour |
| 20 | \$0.70 per hour |
| 25 | \$0.75 per hour |
| 30 | \$0.80 per hour |

These amounts will be added to the base hourly rate.

Upon ratification, unit members shall have the above longevity amounts added to their base hourly rates (the new amounts they would have most recently attained). For example, a unit member who has worked for six years would be entitled to \$0.55 per hour, and a unit member who has worked for 11 years would be entitled to \$1.15 per hour.

- 7.3 OVERTIME RATE – Unit members will be paid one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) hours in any work week. Holidays, bereavement leave, emergency closings, and vacation time will not be considered as a break in the work week.

7.3.1 CALL BACK PAY – When a unit member is called back to work after having left the school premises, they shall be guaranteed four (4) hours pay.

- 7.4 OUT OF TITLE PAY – A unit member who is assigned to the responsibilities of a higher position because of vacation, illness, or other temporary absences shall, beginning with the third (3rd) consecutive workday in such position, be paid at the starting pay for that position, or \$0.50 per hour additional, whichever is greater. Salaries being paid for the higher position will be retroactive to the first day.

A unit member who is assigned to perform the responsibilities of a higher title shall be paid (at the higher rate of pay) for any holiday that occurs during the period of the assignment, provided that the unit member is assigned to work the day before and the day after the holiday, in the higher title.

- 7.5 IN-SERVICE – Full time unit members who currently are receiving salary for workshops will continue to receive such monies for as long as they are continuously employed by the District. All full- or part-time unit members who have received advanced approval from the Assistant Superintendent of Human Resources or their designee for requests to attend in-service opportunities, as provided by the Teachers Center, Continuing Education, and other such providers, beyond the workday, shall receive additional pay at their regular rate of compensation. The District shall provide CPR, First Aid, and Hepatitis vaccine for Teacher Aides on an as-needed basis as determined by the District. Unit members approved to attend conferences such as B.O.C.E.S. clerical workshop will have registration and expenses paid but will not receive any other payment. The District will provide \$8,000 annually for in-service costs.

- 7.6 MILEAGE REIMBURSEMENT – The District will pay the current mileage rate as adopted by the Board for trips in the unit members' own automobile on school business which has been approved in advance by the Supervisor.

- 7.7 ATTENDANCE STIPEND – Each full-time unit member will receive the full stipend if the unit member has not been absent except for bereavement leave, paid vacation, jury duty, or emergency school closing.

| | |
|----------------------------------------------------|----------|
| Perfect Attendance | \$300.00 |
| Two days or less absence (10-month unit members) | \$175.00 |
| Three days or less absence (12-month unit members) | \$175.00 |

This benefit is pro-rated for part-time unit members and 10-month unit members, e.g. a part-time 10-month unit member who works 6 hours/day would receive \$258.00 for perfect attendance.

- 7.8 ATTENDANCE BONUS – A full-time 10- or 12-month unit member, with ten (10) years of service in the District and age fifty-five (55) years or over, will be eligible for an attendance bonus. At the time of retirement, eligible unit members will receive \$42/day for each unused paid leave day up to a maximum of two hundred twenty (220) days. The amount per day shall be increased to \$45/day for any unit member who has used less than three (3) sick days in each of the prior two (2) years.

This benefit will be prorated for unit members who work less than thirty five (35) hours per week, except that for employees working a regular schedule of at least thirty (30) hours per week for a super-majority (3/4ths) of their years of service with the District, including in the year of retirement, who are retiring with at least twenty (20) years of continuous District service and provide the required 30+ days' advance notice of retirement, will not be subject to benefit proration. Employees will not be prohibited from working at least thirty (30) hours per week.

Example of benefit proration calculation: 10-month employee working 5 hours/day or 25 hours/week; eligible for \$45/day; and 200 days remaining in accumulative leave bank upon retirement:

$$25 \text{ hours/week divided by } 35 \text{ hours/week (full-time equivalent)} = 0.71$$

$$\$45/\text{day multiplied by } 0.71 = \$31.95$$

$$200 \text{ leave days multiplied by } \$31.95/\text{day} = \$6,390$$

In addition, employees retiring with the maximum of 220 days remaining in their accumulative leave banks shall receive a one-time retirement bonus payment of \$750.

7.9 WORK DURING RECESSES 10-MONTH CLERICAL

- 7.9.1 Unit members currently encumbering or appointed to 10-month clerical positions, on or before November 7, 2000, will not normally be scheduled to work during Winter, Spring, and Presidents' Day Recesses. However, if they are specifically assigned to do so, they will receive additional pay at their regular rate of compensation. The summer schedule shall apply to all work during the Winter, Spring, and Presidents' Day recesses.

7.9.2 10-month hourly clerical unit members will not normally be scheduled to work during the Fall, Winter, Presidents' Day, and Spring recesses. However, the unit member or the unit member's supervisor may request that the unit member work during the Fall, Winter, Presidents' Day, and/or Spring recess(es) at the typical hourly rate by the parties' mutual agreement. The summer schedule (Article 15.2) shall apply to all such work during the Fall, Winter, Presidents' Day, and Spring recesses.

7.10 TEACHER AIDE ASSIGNMENTS & ASSOCIATED STIPENDS

7.10.1 In addition to regular duties, as more particularly described, certain individuals employed as Teacher Aides may apply to perform certain duties assigned by the District, including, but not limited to: working with students identified as having a disability per student IEP; managing data, information, and communications related to student attendance; or assisting, supervising, and training eligible high school students or internship opportunities within the schools or the community.

7.10.2 For any individual who applies to perform these duties, the WAERP agrees that the District may, in its sole discretion, select and assign the Teacher Aide(s) from those that apply, to perform the duties described herein. The WAERP further agrees that the District shall, in its sole discretion, have the authority to direct any Teacher Aide who is performing such duties to cease the performance of these duties at any time. At that point the Teacher Aide will return to performing regular Teacher Aide duties and any entitlement to additional pay for assuming specially assigned duties shall cease. The District's rights and determinations in this regard are without limitation and shall be final and binding. It is expressly agreed and understood that the selection and/or removal of an individual performing specially assigned duties described herein shall not be subject to arbitration under this Agreement, so long as they have applied for this position.

7.10.3 Any Teacher Aide assigned to perform the duties described herein shall be paid the appropriate stipend amount listed below in addition to their regular hourly rate for all days or hours worked (as designated by the District) while committed to and performing the duties described. Unit members performing such duties shall be required each week to document all hours of work and memorialize all duties performed in the manner as may be required by the District.

| | |
|----------------------------------------------------------|-----------------|
| Split Aide (performs both general ed. & PPS Aide duties) | \$0.50 per hour |
| UPK Aide | |
| Literacy Aide | |
| Primary Project Aide | |
| Health Aide | |
| Attendance Aide | |
| PPS Aide (including job coaching duties) | \$1.50 per hour |

7.10.4 Nothing herein shall preclude or prevent the District from directing WAERP members to perform those duties as may be required or necessary, so long as the member(s) have applied to perform such duties.

ARTICLE 8
HEALTH BENEFITS

8.1 HEALTH BENEFITS – Except as provided pursuant to Contract Section 8.2, The District will provide all full-time, eligible unit members with one high deductible health plan, and one basic health plan: the Independent Health “Encompass C” Plan. Unit members will contribute to the premium costs as set forth below with the District contributing the remaining cost:

Effective upon ratification, the unit member contribution rate shall be 15.25%.

Effective July 1, 2024, the unit member contribution rate shall be 15.5%.

Effective July 1, 2025, the unit member contribution rate shall be 16.0%

8.1.1 Dental Plan – The District shall make available to each eligible unit member the Dental Plan self-funded and shall pay annually for each enrolled unit member whether individual or family coverage, 95% of the premium.

8.1.2 Where both spouses are employees of the District, only one may enroll in a health benefit plan providing dependent coverage. Each may select a plan providing individual coverage if the carrier allows it.

8.2 HEALTH INSURANCE PART-TIME UNIT MEMBERS – Part-time unit members hired prior to July 1, 1987, who are enrolled in District health benefit plans will continue to be enrolled in the plan according to the same schedule as full-time unit members.

Part-time unit members hired after July 1, 1987, and prior to April 13, 1994, must accumulate sixteen (16) days of accumulative leave and be scheduled to work nineteen (19) or more hours per week to be eligible for any health benefits.

Part-time unit members hired prior to April 13, 1994, and eligible under Section 8.2, but not enrolled in health benefit plans, will, with evidence of need for participation in the plan because of marital status change, death of spouse, or loss of employment or benefits by spouse, be allowed to enroll in the health benefit program.

Part-time unit members not eligible for District-paid health benefits may participate in the plan by paying their own health insurance costs.

8.3 NON-DUPLICATION OF BENEFITS – Employees, otherwise eligible, covered by a spouse at their place of employment by a health benefit package at least equal in benefits to the District’s and the cost no more than the District’s, will not be eligible to participate in the District health plan.

ARTICLE 9
ACCUMULATIVE LEAVE BENEFITS

- 9.1 ACCUMULATIVE LEAVE – Covers sick leave, personal days, and family days. Accumulative leave for unit members having a regular appointment shall accrue at the rate of two (2) days per month to a maximum of two hundred twenty (220) days. No leave credits will be earned for a unit member who is on unpaid leave for more than fifty percent (50%) of the working days in any month.
- 9.1.1 Unit members with a regular appointment after July 1, 2016, shall accrue accumulative leave at the rate of one and one half (1.5) days per month. After the completion of ten (10) years, the member shall accrue accumulative leave at the rate of two (2) days per month.
- 9.2 PERSONAL DAYS AND FAMILY DAYS – A unit member with a regular appointment, who does not work 12 months, shall be eligible for two (2) personal leave days and two (2) family leave days per year. These days may not be used immediately before or after a recess or holiday, or a standardized test day, except in cases of proven serious illness in the unit member’s immediate family or such other reasons as approved by the Superintendent or their designee.
- 9.2.1 PERSONAL DAYS – Personal leave days will be granted automatically for the unit member’s personal business, provided they submit a written request to their immediate supervisor at least three (3) days in advance when possible.
- 9.2.2 FAMILY DAYS – Family days do not require prior approval and may be used for the following matters of a pressing and immediate nature, which cannot be taken care of during non-school time:
- Serious illness of the unit member’s family, i.e. a unit member’s parent, spouse, child, brother, or sister;
 - Observance of a religious holiday by a unit member;
 - Court appearance (other than as a defendant); or
 - Such other reasons as approved by the Superintendent
- 9.2.3 Unused personal leave days shall be added to the unit member’s accumulated sick leave, subject to the maximum accrual.
- 9.2.4 All 12-month unit members shall be eligible for three (3) personal leave days and two (2) family leave days per year.
- 9.3 PARTIAL DAY ABSENCES – Any unit member who completes one-half ($\frac{1}{2}$) day and leaves due to illness will be charged one-half ($\frac{1}{2}$) day against accumulative leave. If a unit member works more than three-quarters ($\frac{3}{4}$) of the day and leaves because of illness, it will be up to the immediate supervisor to determine whether there will be any charge against accumulative leave. In no instance will the unit member be allowed to fulfill appointments for medical care without a charge to accumulative leave.

9.4 EXTENDED SICK LEAVE – Special sick leave with half pay may be granted by the Superintendent up to the maximum of six (6) months to a unit member who has:

- (1) been continuously employed by the District for three (3) years
- (2) exhausted their accumulated sick leave
- (3) made application in writing to the Assistant Superintendent for Human Resources for use of days
- (4) has an attendance pattern that supports the concept of sick leave as a benefit only used as necessary.

The guideline for the number of days that may be granted at any one time will be based on one-half (1/2) of the unit member's number of accumulated sick leave days consecutively used to depletion. This guideline is not restrictive and may be increased or decreased as factors of length of service and the nature of illness, or recurring illness, are considered.

The unit member shall provide the District a doctor's note indicating the unit member may return to work at the conclusion of any extended sick leave.

9.5 WORKERS COMPENSATION LEAVE – When a unit member is absent for reasons covered by Workers Compensation, such absence shall be treated as paid sick leave, chargeable against the unit member's accumulated sick leave, to the extent accumulated. However, this charge against the unit member's sick leave will be reduced proportionately by the amount of any Workers Compensation payment received by the unit member and paid over to the District by the unit member or an insurance carrier. Prior to their return to work following an absence covered by Workers Compensation, a unit member must submit a statement from a physician stating that they are able to perform their normal duties.

9.6 VERIFICATION OF ABSENCES – In cases of absence of three (3) or more consecutive days, the Assistant Superintendent for Human Resources may require the unit member to furnish a certificate issued by the unit member's physician or school physician indicating the inability of the unit member to perform their duties for the period for which sick leave was taken.

9.6.1 Excessive Absences – In cases in which a unit member's absence record shows a potential pattern of excessive absenteeism and/or abuse, the Assistant Superintendent for Human Resources or their designee may require the member to furnish a written statement issued by the member's physician or school physician indicating the inability of the member to perform their duties for the period or for the occurrence for which sick leave was taken. A member returning to work after surgery, disability, or prolonged illness shall furnish the District with a written statement from their physician that they are able to resume their normal duties prior to returning to work.

- 9.7 ANNUAL NOTIFICATION OF PAID LEAVE DAYS – Not later than November 1 of each school year, each unit member will be notified of the number of paid leave days accumulated.

**ARTICLE 10
OTHER LEAVE BENEFITS**

- 10.1 BEREAVEMENT – Each unit member who has been granted a regular appointment shall be eligible for up to five (5) days paid leave per occurrence of death in the unit member’s immediate family, and up to three (3) days paid leave per occurrence of death of the immediate family of a household member. For purposes of this provision, the unit member’s immediate family is defined as spouse, or a person not otherwise enumerated in this section who resides in the household and with whom a familial relationship exists, child, step-child, parent, step-parent, sibling, step-sibling, or member of the immediate household. Three (3) bereavement days may be used for death of a grandparent, grandchild, parent-in-law, daughter/son-in-law, and brother/sister-in-law. Generally, bereavement days are to be used on consecutive workdays. However, they may be used on non-consecutive workdays in the event of a delayed memorial service and/or final disposition of the remains. Family days may be used for deaths of other relatives or friends.
- 10.2 JURY DUTY – A unit member required to perform jury duty in any local, state, or federal court will be granted leave of absence without loss of pay, based on the unit member’s normal schedule exclusive of overtime, provided they surrender to the District all fees which they are paid for such duty, and provided further they report to work during their regularly scheduled hours when they are not required to perform jury duty.
- 10.3 CHILDCARE LEAVE – A unit member shall be entitled to a childcare leave without pay for an infant (up to two (2) years of age) or an adopted child (pre-school age). The unit member will submit a letter requesting an unpaid leave as soon as possible but not later than thirty (30) school days prior to the date the unit member desires the leave to begin. The unit member should indicate the date the leave will end. Childcare leave will not exceed one (1) year.

In accordance with law, a unit member may use accumulated sick leave for the period of disability as verified by the attending physician. The sick leave will end as soon as the disability has ended or the unit member is able to return to work. Normally this period of time is six (6) weeks after the birth of the child.

In case of adoption when the unit member is notified of the effective date less than thirty (30) school days in advance, the written request for unpaid leave will be submitted as soon as possible. In cases of adoption, the leave will commence with the placement of the child in the home. Where the child being adopted is located outside of the United States, the adoption leave shall commence on the date travel is required to secure custody of the child.

If the unit member so desires, and it is agreeable to the District, the unit member may return at any time prior to the expiration of the childcare leave.

- 10.4 UNPAID LEAVE DAYS – A unit member may be granted a leave of absence for personal reasons by the Board of Education for a period of up to one (1) year. To be eligible for a leave of absence for personal reasons other than medical, the unit member must have completed three (3) years of continuous service in the District. Such leave of absence is granted without pay. During a leave of absence under this paragraph, the unit member may continue to participate in the District’s Health Insurance Plan, provided there is no interruption in coverage, by paying the full cost of their coverage to said plan.

Unpaid Leave Days requests will need to be approved or disapproved by the Assistant Superintendent for Human Resources. The Assistant Superintendent for Human Resources or designee may be asked for, and will provide justification of the decision, if the application is denied. The Assistant Superintendent for Human Resources decision is final and will not be subject to the Agreement grievance procedure or other legal action.

The following guidelines will be applied in the Assistant Superintendent for Human Resources’ decision to approve or disapprove requests for unpaid leave time.

- 10.4.1 Requests will generally be approved if the purpose is:

To address a bona fide emergency or significant health matter of an immediate family member for those individuals without available family days.

To celebrate or attend an event significant to a member, the dates of which are beyond the control of the member. Examples include 25th or 50th wedding anniversaries, college graduations for children, and to address a lifetime event of extraordinary significance (e.g., to attend a ceremony to recognize a significant personal accomplishment, or one for a parent, spouse, or child).

To be absent on a day(s) when contractually provided paid days have been exhausted.

- 10.4.2 Requests will generally be disapproved if the purpose is to:

1. Accompany a spouse or partner on a company-sponsored reward or business trip.
2. Shop for a primary, secondary retirement or vacation home, condominium, or apartment.
3. Take or extend a vacation.
4. Attend a family reunion.
5. Visit current or prospective colleges of a child.
6. Conduct business that otherwise could be conducted at a time other than during the normal workday.

10.4.3 Consideration – The reasons or benchmarks listed above are illustrative only, and will be applied in the context of the recommendation of the building principal, a clear pattern of attendance over a period of three (3) years that does not exceed an average of five (5) days absence per year, excepting unique circumstances, and satisfactory performance assessments.

10.4.4 In cases where 10-month hourly clerical unit members take one or more x-day in a month, the unit member will not accrue any leave days that month per Sections 9.1 or 9.2 of this Agreement, excepting extenuating circumstances outside of the unit member’s control as approved by the Assistant Superintendent for Human Resources.

**ARTICLE 11
EMERGENCY SCHOOL CLOSING**

11.1 EMERGENCY SCHOOL CLOSING DAYS: TEACHER AIDES – Effective July 1, 2024, when compensated via an annualized compensation model in the Discretion of the District, Teacher Aides shall not be expected to report to work nor utilize accruals on emergency school closing days without loss of compensation.

11.2 EMERGENCY SCHOOL CLOSING DAYS: CLERICAL STAFF – All clerical personnel who are not regularly assigned to District Office shall work from home on emergency school closing days, including but not limited to coordinating with their supervisors and remaining available to discuss or address work responsibilities during all scheduled hours of work, and shall not be charged an accrued leave day.

All clerical personnel assigned to District Office are expected to report to work on emergency school closing days consistent with their typical schedules, procedures, and work expectations. These staff members shall receive two (2) additional personal days per school year, prorated as needed.

Contract Section 11.2 shall sunset entirely and have no further force or effect as of June 30, 2026, and revert to the previous Contract language and expectations, unless otherwise agreed to in writing.

**ARTICLE 12
HOLIDAYS**

12.1 HOLIDAYS: FULL-TIME UNIT MEMBERS – The following paid holidays are in effect for all full-time unit members:

| | |
|------------------|-----------------------------|
| Independence Day | New Year’s Eve |
| Labor Day | New Year’s Day |
| Columbus Day | Martin Luther King, Jr. Day |
| Veterans Day | Presidents’ Day |
| Thanksgiving Day | Good Friday |

| | |
|------------------------|------------------------------------------------|
| Day after Thanksgiving | Easter Monday |
| Christmas Eve | Memorial Day |
| Christmas Day | Juneteenth (if it is observed on a school day) |

12.2 HOLIDAYS: PART-TIME UNIT MEMBERS – The following paid holidays are in effect for all part-time unit members:

| | |
|------------------|------------------------------------------------|
| Columbus Day | Martin Luther King, Jr. Day |
| Veterans Day | Good Friday |
| Thanksgiving Day | Easter Monday |
| Christmas Day | Memorial Day |
| New Year’s Day | Juneteenth (if it is observed on a school day) |

12.3 HOLIDAY REPLACEMENT – If, for any reason, schools are open on any of the above holidays, that day will not be a holiday as part of this Agreement, but the unit member will be entitled to another day off, with pay, in accordance with the manner in which vacation time is taken. In the event Easter Monday falls outside of Spring recess, it will be honored on the Monday or Friday during Spring recess.

**ARTICLE 13
VACATIONS**

13.1 VACATION 12-MONTH UNIT MEMBERS – The vacation schedule for full-time 12-month unit members is found below. Part-time 12-month unit members shall receive prorated vacation based on the same schedule. For example, if a part-time 12-month unit member works 3.8 or 3.9 hours/day, in year one they will receive ten (10) days vacation and be paid each vacation day based on 3.8 or 3.9 hours/day.

| <u>Years of Service Continuously Completed by July 1</u> | <u>Days Vacation</u> |
|--------------------------------------------------------------|----------------------|
| 1 | 10 |
| 2 | 11 |
| 3 | 12 |
| 4 | 13 |
| 5 | 14 |
| 6 | 15 |
| 7 | 16 |
| 8 | 17 |
| 9 | 18 |
| 10 | 19 |
| 11 | 20 |
| 12 | 21 |
| 13 | 22 |
| 14 | 23 |
| 15 | 25 (maximum) |

13.1.1 If a competitive class unit member who is not eligible for vacation encumbers a 12-month position, they will receive credit for all prior years of continuous district service within the competitive class.

13.1.2 Vacation Scheduling – Vacation benefits earned during one fiscal year should be used during the subsequent school year. Earned vacation not used in a year following its accumulation may not be saved for later use, nor will compensation be made in lieu thereof. However, with extenuating circumstances, the supervisor may approve up to five (5) days earned vacation to be used the following July and/or August. New unit members will be entitled to a partial vacation based on one day of vacation for each month of service prior to July 1.

13.2 VACATION – 10-MONTH CLERICAL UNIT MEMBERS – Effective July 1, 2024, the vacation schedule for full-time 10-month clerical unit members is found below. Part-time 10-month clerical unit members shall receive prorated vacation based on the same schedule.

| Years of Service Continuously Completed by July 1 | Days Vacation |
|---------------------------------------------------|---------------|
| 1-2 | 2 |
| 3-4 | 3 |
| 5-6 | 4 |
| 7+ | 5 |

13.2.1 Vacation Scheduling – Vacation benefits earned during one fiscal year should be used during the subsequent school year. Earned vacation not used in a year following its accumulation may not be saved for later use, nor will compensation be made in lieu thereof. 10-month clerical unit members may only use accrued vacation days during breaks and school recess periods.

ARTICLE 14 RETIREMENT PLANS

14.1 UNUSED SICK LEAVE – The District will provide option 41J to the current retirement plan. This plan applies unused sick leave as additional service credit upon retirement. Allowable sick leave is limited to one hundred sixty-five (165) days. This time cannot be used to qualify a member for a benefit.

ARTICLE 15 CONDITIONS OF EMPLOYMENT

15.1 FILLING VACANCIES – The District will post announcements of new job titles and permanent openings in existing job titles, which the District has decided to fill, for a period of eight (8) working days prior to filling the job. During that 8-day period, any

unit member who desires to be promoted to the announced job shall apply therefore in writing to the Assistant Superintendent for Human Resources. In filling announced jobs, the District will give consideration to qualified unit members who have so applied before filling the job from the recall list (if one exists) or from the outside, in that order. Member applicants will be notified of the disposition of the applied position. Nothing in this paragraph will prevent the District from filling a vacancy on a temporary basis during the posting period.

- 15.2 SUMMER AND RECESS SCHEDULE – The summer/recess schedule of 32.5 hours/week is in effect for all full-time unit members during the month of July annually.

Flexible schedules may be available to all WAERP full-time 12-month clerical unit members during summer (July and August) and during recess. Requests for flexible scheduling may include an adjusted start/end time. All offices District-wide are expected to remain open during normal work hours each day in July and August. In addition, the following terms and conditions must be met:

- (i) Requests for flexible scheduling should be made to the building/department administrator. Requests can be for the entire period or on a bi-weekly basis (following the payroll calendar). Requests may be approved by the building/department administrator as long as the offices will remain adequately staffed during the period in question and offices are fully covered during normal working hours. The supervisor will make the final determination regarding the approval of the request.
- (ii) Work under flex scheduling may not begin before 6:30 a.m. Unit members working an earlier shift must have a supervisor present.
- (iii) Unit members may not skip lunch periods to extend flex hours.
- (iv) Clerical staff may not work more than forty (40) hours in any work week as a result of flexible scheduling.
- (v) Earned time must be used in the payroll period in which it is “created.”
- (vi) There is no carryover of accumulated hours beyond August 31st.

- 15.3 LUNCH AND BREAK TIME – Full-time clerical unit members and Teacher Aides who work 35 hours per week have a daily schedule of seven (7) hours exclusive of lunch but inclusive of break time. The unpaid lunch period is scheduled for thirty (30) minutes.

Teacher Aides and clerical unit members who work four (4) hours or more per day will be entitled to a fifteen (15) minute paid break. Anyone scheduled to work through the lunch period may be required to take a thirty (30) minute unpaid lunch break.

Teacher Aides and clerical unit members who work less than four (4) hours per day are not entitled to a paid break. If a break is taken, it is unpaid and added to the scheduled work time.

- 15.4 UNIT MEMBER LIABILITY PROTECTION – The District will continue to provide insurance coverage for all unit members, to include coverage against claims for negligence, assault, slander, invasion of privacy, and other such claims for personal injury. A unit member, however, in order to receive this protection, is required to deliver the original or a copy of any summons, complaint, process, notice, or other papers received as soon as possible to the District Clerk and not later than ten (10) days after service upon the employee.
- 15.5 PERSONNEL FILES – A unit member may review their personnel file (excluding confidential employment references) at any time, upon reasonable request to the Assistant Superintendent for Human Resources. A unit member will be notified when derogatory material is placed in their personnel file. A unit member will have the right to submit a written rebuttal or explanation to any item in their file.
- 15.6 UNIT MEMBER EVALUATION – Probationary unit members will receive three (3) evaluations prior to the end of their probation. Permanent unit members will be evaluated annually. Written performance evaluations will be reviewed with the unit member evaluated and, at the conclusion of this review, the unit member will acknowledge that they had the opportunity to review the evaluation by affixing their signature to the copy to be filed. Signature of the unit member on the written evaluation performance does not necessarily mean agreement with the evaluation. A copy of each such evaluation will be given to the employee.
- 15.7 SUSPENSION/DISMISSAL – Any non-competitive unit member with over one (1) year service who is recommended for dismissal will, prior to dismissal, be given an opportunity, with a representative of the Association present if the unit member desires, to present their position on the dismissal to the Assistant Superintendent for Human Resources. This will not preclude temporary suspension pending this meeting, and the unit member will be informed in writing of any action to be taken.
- 15.8 NO SMOKING – It is agreed that no member of the unit will be allowed to smoke in school buildings or on school grounds whether owned or leased by the District.
- 15.9 SENIORITY, LAYOFF, AND RECALL
- 15.9.1 SENIORITY BY TITLE – For the purposes of this article, the Civil Service Titles shall be:
- Clerical – governed by rules and regulations pertaining to the Civil Service Competitive Class, by title and not discussed in this Article
 - Teacher Aides – Non-Competitive
 - Part-Time Clerical – Non-Competitive
- 15.9.2 DISTRICT SENIORITY – The phrase “District Seniority” shall mean the period of continuous service within a Civil Service Title during which a unit member serves in the District. It will be calculated beginning with the effective date on which the unit member begins employment (permanent appointment) in the

District and ending with the date on which a unit member's service is terminated (whether by resignation, discharge, abandonment of position, or retirement). If a unit member has simultaneous assignments in both Aide and Monitor titles they shall accrue seniority in both titles.

15.9.3 CONTINUOUS SERVICE AND SENIORITY

15.9.3.1 Probationary Period – A unit member shall not acquire seniority credit until probation is satisfactorily completed. However, once the unit member receives a permanent appointment, the seniority date shall be dated back to the effective date of hire. For purposes of layoff and recall of two (2) or more probationary unit members, the District shall have the sole discretion to determine which probationary unit member is laid off or recalled. The probationary period is one (1) full year or fifty-two (52) consecutive work weeks from the date of appointment as approved by the Board of Education. An employee's service may be terminated at any time throughout the probationary period.

15.9.3.2 Resignation – If a unit member resigns their position and is subsequently rehired by the District more than six (6) months following the resignation, the unit member begins to accrue seniority credit based upon their most recent date of appointment by the Board of Education.

15.9.3.3 Unpaid leaves, which go beyond a full work year, will be considered a break in continuous service and seniority will be calculated from the date when the unit member returns from said leave.

15.9.3.4 Personal Leave of Absence Including Child Care – If a unit member is on an unpaid personal leave of absence up to, but not to exceed, one full work year, the unit member will not receive seniority credit for the period of scheduled workdays, including paid holidays, for the period the leave was taken.

15.9.3.5 X-Day – An X-day shall be defined as a regularly scheduled workday when a unit member requests and receives prior approval from the Assistant Superintendent for Human Resources not to report to work. A unit member shall not be paid for an X-day. Furthermore, an X-day will not be counted toward a unit member's seniority.

All vacation, personal, and family days must be exhausted before a member may request or be approved for X-day(s). In cases where a unit member takes X-day(s) on the workday immediately before or after a contractual holiday, the member shall not receive the corresponding holiday pay. Nothing herein is intended to alter or expand the acceptable uses of leave days per Article 9 of this Agreement.

- 15.9.3.6 Discipline/Suspension – If a unit member is on an unpaid disciplinary suspension, the time that the unit member spends on suspension will not be credited towards their seniority.
- 15.9.3.7 Layoff – If a unit member is laid off and later recalled to work in accordance with paragraph 15.9.6, the period that the unit member was on layoff shall not be credited toward seniority.
- 15.9.3.8 Breaking Seniority Ties – When two (2) or more non-competitive unit members have the same seniority, the tie will be broken by order of Board appointment to the District, according to official Board of Education minutes. If still equal, the tie will be broken by a coin flip.
- 15.9.3.9 Non-Deduct Days – The use of the following leave days will not result in loss of seniority or be considered an interruption of continuous service:
- Bereavement
 - Emergency closing day(s)
 - Jury duty
 - Paid sick leave
 - Worker’s Compensation leave (as approved by the Worker’s Compensation Board)
 - Family days
 - Personal leave days
 - Vacation days
 - Days granted in accordance with the Family and Medical Leave Act
- 15.9.3.10 Year of Service – A year of service for bargaining unit members will be of equal value. Examples: unit members who start after September 1 have their year begin on their effective date of hire and continue for one year (November 1 to November 1). A ten (10) month unit member takes an unpaid leave from June 1 to September 30 would lose two (2) months of seniority.
- 15.9.3.11 Promotion Pay – There may be occasions where a current WAERP unit member may be considered for a position in a “promotional” title within the same unit. A “promotion” is any position whereby the starting rate in Appendix B would be a higher hourly rate than the starting rate for the currently held position (title). Any WAERP member who accepts a promotional position within the unit will receive the starting pay for that position or \$0.50 per hour, whichever is greater.

15.9.4 SENIORITY LISTS – The District will publish, on an annual basis, four (4) seniority lists, one for non-competitive clerical, one unofficial list for competitive clerical (an official list is provided by Erie County Department of Civil Service upon an actual layoff in this job classification), one for Teacher Aides, and one for monitors, showing the unit member’s name, title, and date of hire (as adjusted for days seniority which will not accrue). Board of Education meeting minutes and official attendance records maintained in the Human Resources office will be used to prepare these lists. The District will provide said lists to the Association President no later than October 15 of each year. The Association President will bring any discrepancies to the District’s attention by November 15. The District will review the noted discrepancies, make any appropriate correction, and provide a revised copy to the Association President no later than December 15 of each year.

15.9.5 LAYOFF – Layoff of Aides, Monitors, and part-time non-competitive Clerk Typists will occur under the following procedures:

15.9.5.1 Prior Notice – In the event of a layoff, the affected unit members shall normally be given a four (4) week written notice prior to being removed from the payroll or the resumption of a new work year. This notice shall not be required in instances where the student to whom an aide is assigned abruptly leaves the school or is reclassified.

15.9.5.2 Monitors and Teacher Aides – The layoff procedure will be implemented when a reduction in the allocation of Aide or Monitor hours is reduced. The least senior persons in the job classification will be laid off until the allocated number of hours is achieved. The District seniority list will be used for this purpose.

Teacher Aides assigned to the following District classes will be laid off until the allocated number of hours is achieved. Unit members assigned to the class as the Teacher Aide shall be considered separate from Monitors and all other Teacher Aides for seniority and/or layoff purposes. This provision applies solely to those Aides specifically assigned to the classroom in the District self-contained classes with the following configurations:

- 6:1:1 classroom
- 8:1:1 classroom
- 9:1:3 classroom
- 12:1:1 classroom

This would not apply to other Teacher Aides that may be assigned to the same classes to assist specific students either as an individual or shared Teacher Aide.

In addition, should the District class be relocated to another building in the District, the Classroom Aide shall travel/transfer to the new building. These provisions shall not, however, preclude the unit member from applying for a posted position in the District should they seek an alternative assignment.

15.9.5.3 Part-Time Non-Competitive Clerk Typists – In the event that a position is discontinued, then the least senior (using the District seniority list) part-time non-competitive Clerk Typists shall be the first affected. The unit member in the discontinued position shall have the right to “bump” the least senior part-time non-competitive Clerk Typist (if one exists) in the District. In the case of multiple layoffs, where two (2) or more unit members are laid off, the affected unit member with the greatest District seniority will have preference over less senior affected unit members in exercising bumping rights.

15.9.6 RECALL – Vacancies will be posted in accordance with paragraph 15.1 of this Agreement. Consideration will be given to qualified, internal applicants prior to the recall of laid off unit members. Recall of Aides, Monitors, and non-competitive Clerk Typists will occur under the following procedures:

15.9.6.1 Recall List – A unit member who has been laid off shall be placed on a recall list in order of seniority for the Civil Service Title that they held at the time of layoff for a period of one (1) year. If a unit member remains on the recall list for a period in excess of one year, they shall be regarded as having resigned at the end of the one-year period.

15.9.6.2 Notification – A laid-off unit member who is being recalled will receive a letter sent to the unit member’s last known address. The unit member must respond in writing to the recall letter. Such a response must be delivered (via mail, FAX, or in person) to Human Resources within seven business days of the date the recall letter was sent. Failure to respond in a timely fashion shall be considered a refusal. A unit member may refuse recall one time before forfeiting their recall rights and being removed from the recall list, and they shall be regarded as having resigned upon a second refusal.

15.9.6.3 Salary – A unit member recalled to a position shall be restored to the pay rate they were entitled to at the time of layoff.

15.9.6.4 Recall Rights – Monitors and Teacher Aides will be recalled to any vacancy within their job classification unit based upon the order of District seniority.

15.9.6.5 Part-Time Non-Competitive Clerk Typists – Will be recalled to vacancies within their job classification unit based upon the order of District seniority.

15.10 PROFESSIONAL DEVELOPMENT – Unit members will attend professional development sessions recommended by their Supervisor as long as they are during the workday.

Effective July 1, 2024: In addition to approved professional development activities occurring during the regular workday, the District shall have discretion to schedule up to three (3) additional paid mandatory full workdays of professional learning, training, and/or conference days annually for all employees, up to seven (7) hours per day, regardless of the typical work schedule.

The scheduling of professional development activities may vary by employee, position, and/or work location. For Teacher Aides, two (2) of the three (3) mandatory professional development days shall be scheduled during two (2) Superintendent Conference Days in the week preceding the first day of student attendance. The third Superintendent Conference Day occurring in the week preceding the first day of student attendance shall be an additional opportunity that is optional but strongly encouraged for Teacher Aides. Programming on these days shall include opportunity for building-based activities and collaboration, including but not limited to, e.g., meeting with their classroom teachers, reviewing necessary information related to students, and/or accomplishing required training modules, as may be deemed appropriate for each individual assignment.

For all other staff including clerical personnel, mandatory professional development days generally will not be scheduled during the last two (2) weeks of August or the first week of September. Clerical staff will receive advance notice regarding professional development activities and schedules on an annual basis.

15.11 SUBSTITUTES – The District will submit for a substitute in an effort to obtain a same-day substitute any time an elementary clerical unit member is absent. The District will submit for a substitute in an effort to obtain a same-day substitute any time a PPS or LPN aide is absent. The District will submit for a substitute for any aide or MS/HS clerical unit member who has been absent for more than ten (10) consecutive days.

15.12 UNIT MEMBER SUPPORT – The District shall provide unit members with necessary training to complete their assignments.

15.13 WORKDAY AND WORK YEAR – The District and the Association agree to the following:

1. The work year for twelve (12) month clerical staff shall generally be defined as two hundred sixty (260) days for purposes of wage calculations.
2. The work year for ten (10) month clerical staff shall generally be defined as two hundred twenty (220) days for purposes of wage calculations.
3. All full-time and part-time ten (10) month clerical staff are required to work all business days between September 1st and June 30th annually, except as otherwise defined in this Contract. However, part-time hourly ten (10) month Clerk Typists shall not be required to work during recesses, unless approved to do so by mutual agreement between the unit member and the unit member's supervisor.
4. Teacher Aides' and Monitors' work schedules shall correspond with days of student attendance, except as otherwise defined herein.
5. Section 2.1.7 of this Agreement shall define the normal work schedule as thirty-five (35) hours.

ARTICLE 16
GRIEVANCE PROCEDURE

16.1 GENERAL MATTERS

- 16.1.1 PURPOSE – The purpose of this procedure is to secure, at the lowest practicable level, solutions to the grievances which may, from time to time, arise. The handling of grievances at each level shall be kept as informal as practicable.
- 16.1.2 WAIVER FOR OTHER REMEDIES – The utilization of any step of this grievance procedure by any person, or the Association, shall constitute a waiver by such person or the Association (on its own behalf and on behalf of all persons aggrieved) or both (as the case may be) of their rights, if any, to pursue any other remedy before any court, administrator, or administrative agency.
- 16.1.3 GRIEVANCE DEFINITION – A “grievance” is any claim that a provision or provisions of this Agreement have been violated.
- 16.1.4 TIME LIMIT RULES – Time limits set forth in this Grievance Procedure shall be strictly adhered to by all parties and persons. Any grievance not initiated or taken to the next step within these time limits will be considered settled on the basis of the last answer by the District if the grievant does not move to the next step within the time limits. If the District fails to answer a grievance within the time limit set forth herein, the grievant may move the grievance to the next step as though the grievance has been answered on the last day of the time limit period. Time limits may be extended by mutual written agreement of the District and the aggrieved unit member or their representative. Consent to such an extension shall not be unreasonably withheld.

- 16.1.5 FREEDOM TO GRIEVE – Participation by any person or party in the handling of a grievance shall be free from interference, coercion, restraint, discrimination, or reprisal by the District and by the Association.
- 16.1.6 REPRESENTATION – An aggrieved unit member may represent themselves at any level of the grievance procedure or they may be represented by an Association representative. Nothing contained in this paragraph shall be construed as limiting the right of any aggrieved unit member to have their grievance adjusted informally without the intervention of the Association or any representative.
- 16.1.7 ASSOCIATION GRIEVANCE – Any unit member may file a grievance on their own behalf. The Association may file a grievance on behalf of an aggrieved unit member so long as the aggrieved unit member assents by affixing their signature on the grievance form. The Association may file a grievance on behalf of a group of unit members so long as two or more of the aggrieved unit members assent by affixing their signatures on the grievance form.
- 16.2 INFORMAL PROCEDURE – Before submitting a grievance at Step 1, an aggrieved unit member must discuss their problem with their lowest level supervisor who is outside the negotiating unit (“immediate supervisor”) in an attempt to resolve the matter informally. The unit member shall initiate the discussion by clearly stating to the immediate supervisor that the discussion is a grievance. To be considered a proper grievance, the informal procedure must be initiated within twenty (20) workdays of the date of occurrence out of which the grievance arose.
- 16.3 FORMAL PROCEDURE
- 16.3.1 STEP 1 – If the matter is not resolved informally, a grievant or the Association President on behalf of any unit member(s) may submit a written grievance, which must be on the form shown in Appendix A of this Agreement, to their immediate supervisor, provided they do so not later than the twentieth (20th) workday after the date of the discussion of the informal grievance. A meeting between the grievant and the immediate supervisor shall be held to discuss the grievance. The immediate supervisor shall give a written answer to the grievant and the Association President not later than the tenth (10th) workday after the day of the Step 1 grievance meeting.
- 16.3.2 STEP 2 – If the grievant/Association President is not satisfied with the answer at Step 1, the grievant/Association President may appeal in writing to the Assistant Superintendent for Human Resources, providing they do so within twenty (20) school days of the day on which the Step 1 answer was received. The Assistant Superintendent for Human Resources and/or their delegate will meet with the grievant/Association President and their representative, if any, not later than the tenth (10th) day after the day on which the written grievance was presented to at Step 2. Not later than the tenth (10th) school day after the day on which that

meeting takes place, the Assistant Superintendent for Human Resources shall present the grievant and their representative, if any, and the Association President the written decision on the grievance.

Grievances involving all or substantially all of the unit members in the negotiating unit require only the Association President's signature, and may be presented by the Association directly at Step 2.

16.3.3 STEP 3 – If the grievant/Association President is not satisfied with the answer at Step 2, the grievant/Association President may appeal in writing to the Superintendent, providing they do so not later than the tenth (10th) school day on which the Step 2 answer was received. The Superintendent (or their designee) will meet with the unit member and their representative, if any, not later than the tenth (10th) school day after the day on which that meeting takes place, the Superintendent or their designee shall present the grievant and their representative, if any, the written decision on the grievance. A copy of the decision will be given to the Association President.

16.3.4 STEP 4 – ARBITRATION – If the Association is not satisfied with the decision at Step 3, it may submit the grievance to arbitration within twenty (20) days of receipt of the decision at Step 3. Should the Association choose to submit a grievance to arbitration, it shall be submitted to the Public Employment Relations Board (PERB) and in accordance with PERB procedures.

The arbitrator's decision shall be final and binding upon all parties and the unit members.

16.4 ARBITRATOR'S LIMITATIONS – The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement or make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator's decision and award shall be issued within ten (10) calendar days after the hearing is closed by the arbitrator.

16.5 SHARED COST FOR ARBITRATOR – One-half (1/2) of the fee and expenses of the arbitrator shall be paid by the District and one-half (1/2) by the Association. If a transcript or tape is kept by either party it shall be made available to the other party (if so requested) at cost. All other expenses incidental to the arbitration, including those of witnesses, will be paid by the party which incurred them.

**ARTICLE 17
DURATION OF THE AGREEMENT**

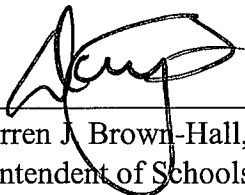
17.1 DURATION – The term of this Agreement begins upon ratification, and ends at midnight on June 30, 2026.

**ARTICLE 18
SIGNATURE OF THE PARTIES**

18.1 SUBSCRIPTION – IN WITNESS WHEREOF, the parties have subscribed this Agreement:


FOR THE DISTRICT:

FOR THE ASSOCIATION:



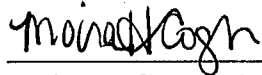
Dr. Darren J. Brown-Hall, Ed.D.
Superintendent of Schools

6/25/24
Date



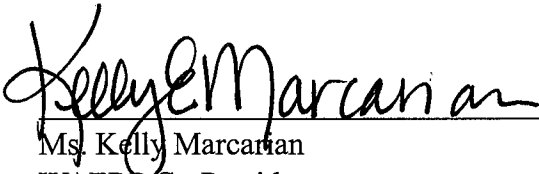
Ms. Rebecca Cronin
WAERP Co-President

6/20/24
Date



Moira H. Cooper, Esq.
Executive Director of Labor Relations

6/11/24
Date



Ms. Kelly Marcian
WAERP Co-President

6/20/2024
Date

Date of Association Ratification: January 29, 2024

Date of BOE Ratification: February 13, 2024

**APPENDIX A
GRIEVANCE FORM**

Fill out in duplicate: one copy to Immediate Supervisor and one copy retained for Grievant's records.

TO: (Immediate Supervisor's Name): _____

Grievant's Name: _____

Building: _____

Job Title: _____

(1) What action did the District take or fail to take that is the basis of this Grievant's complaint?

(2) When did this act or failure to act occur? _____

(3) What provision(s) of the Agreement did this act or failure to act violate? _____

(4) What action does the Grievant want the District to take to correct the situation? _____

Grievant's Signature: _____

Date Grievance Submitted: _____

**APPENDIX B
SALARY SCHEDULES**

EFFECTIVE JANUARY 29, 2024

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 12-MONTH ADMINISTRATIVE ASSISTANT | \$45,000 |
| 12-MONTH PAYROLL CLERK | |
| 12-MONTH PRINCIPAL ACCOUNT CLERK | |
| 12-MONTH PRINCIPAL CLERK TYPIST | |
| | |
| 12-MONTH PERSONNEL CLERK | \$42,000 |
| 12-MONTH PHOTOTYPESETTER-MACHINE OPERATOR | |
| 12-MONTH SENIOR ACCOUNT CLERK | |
| 12-MONTH SENIOR CLERK STENOGRAPHER | |
| 12-MONTH SENIOR CLERK TYPIST | |
| | |
| 12-MONTH ACCOUNT CLERK | \$39,000 |
| 12-MONTH ACCOUNT CLERK TYPIST | |
| 12-MONTH CLERK TYPIST | |
| 12-MONTH COPY MACHINE OPERATOR | |
| 12-MONTH SENIOR CLERK | |
| | |
| PART-TIME HOURLY-LPN AIDE | \$25.00 |
| | |
| PART-TIME HOURLY-SENIOR ACCOUNT CLERK/ SENIOR CLERK TYPIST/PAYROLL CLERK | \$23.08 |
| | |
| PART-TIME HOURLY-CLERK TYPIST/COPY MACHINE OPERATOR/ACCOUNT CLERK/CLERK | \$21.43 |
| | |
| PART-TIME HOURLY- TEACHER AIDE | \$18.00 |
| | |
| *Any 12-month full-time/salaried position listed above may also be appointed on a 10-month full-time/salaried basis with a prorated base salary (i.e., approximately 10/12 th rate). Example: | |
| | |
| 10-MONTH CLERK TYPIST/COPY MACHINE OPERATOR | \$32,500 |

**APPENDIX B
SALARY SCHEDULES**

EFFECTIVE JULY 1, 2025

| | |
|-----------------------------------|----------|
| 12-MONTH ADMINISTRATIVE ASSISTANT | \$47,250 |
| 12-MONTH PAYROLL CLERK | |
| 12-MONTH PRINCIPAL ACCOUNT CLERK | |
| 12-MONTH PRINCIPAL CLERK TYPIST | |

| | |
|-------------------------------------------|----------|
| 12-MONTH PERSONNEL CLERK | \$44,100 |
| 12-MONTH PHOTOTYPESETTER-MACHINE OPERATOR | |
| 12-MONTH SENIOR ACCOUNT CLERK | |
| 12-MONTH SENIOR CLERK STENOGRAPHER | |
| 12-MONTH SENIOR CLERK TYPIST | |

| | |
|--------------------------------|----------|
| 12-MONTH ACCOUNT CLERK | \$41,000 |
| 12-MONTH ACCOUNT CLERK TYPIST | |
| 12-MONTH CLERK TYPIST | |
| 12-MONTH COPY MACHINE OPERATOR | |
| 12-MONTH SENIOR CLERK | |

| | |
|---------------------------|---------|
| PART-TIME HOURLY-LPN AIDE | \$26.25 |
|---------------------------|---------|

| | |
|-----------------------------------------------------------------------------|---------|
| PART-TIME HOURLY-SENIOR ACCOUNT CLERK/ SENIOR CLERK TYPIST/PAYROLL CLERK | \$24.23 |
|-----------------------------------------------------------------------------|---------|

| | |
|----------------------------------------------------------------------------|---------|
| PART-TIME HOURLY-CLERK TYPIST/COPY MACHINE OPERATOR/ACCOUNT CLERK/CLERK | \$22.53 |
|----------------------------------------------------------------------------|---------|

| | |
|--------------------------------|---------|
| PART-TIME HOURLY- TEACHER AIDE | \$18.90 |
|--------------------------------|---------|

*Any 12-month full-time/salaried position listed above may also be appointed on a 10-month full-time/salaried basis with a prorated base salary (i.e., approximately 10/12th rate). Example:

| | |
|---------------------------------------------|----------|
| 10-MONTH CLERK TYPIST/COPY MACHINE OPERATOR | \$34,167 |
|---------------------------------------------|----------|

APPENDIX C
ANNUALIZED PAY FOR TEACHER AIDES

Effective July 1, 2024, pay for Teacher Aides will be annualized by multiplying their hourly rate of pay by the number of hours scheduled to work per day and number of work days (including paid holidays pursuant to Article 12 of this Agreement) per year. This number shall then be divided into 20 even paychecks (see below). Any unpaid leave shall be subtracted from the pay period in which the leave was taken. Should an Aide choose to leave employment with the District prior to the end of the school year, it is possible that they will be required to repay any monies which they have been paid for hours not yet worked.

ANNUALIZED PAY CHART EXAMPLE *(for illustrative purposes only)*
 2024-2025 SCHOOL YEAR

| Payroll Cycle | Payroll Date | Annualized Computation |
|---------------|--------------------------|----------------------------|
| | Teacher Aide | 6 hours/day - \$18.00/hour |
| | Daily Rate | \$108.00 |
| | Annual Salary (194 Days) | \$20,952.00 |
| | | |
| | September 6, 2024 | N/A |
| 1 | September 20, 2024 | \$997.72 |
| 2 | October 4, 2024 | \$997.72 |
| 3 | October 18, 2024 | \$997.72 |
| 4 | November 1, 2024 | \$997.72 |
| 5 | November 15, 2024 | \$997.72 |
| 6 | November 27, 2024 | \$997.72 |
| 7 | December 13, 2024 | \$997.72 |
| 8 | December 27, 2024 | \$997.72 |
| 9 | January 10, 2025 | \$997.72 |
| 10 | January 24, 2025 | \$997.72 |
| 11 | February 7, 2025 | \$997.72 |
| 12 | February 21, 2025 | \$997.72 |
| 13 | March 7, 2025 | \$997.72 |
| 14 | March 21, 2025 | \$997.72 |
| 15 | April 4, 2025 | \$997.72 |
| 16 | April 17, 2025 | \$997.72 |
| 17 | May 2, 2025 | \$997.72 |
| 18 | May 16, 2025 | \$997.72 |
| 19 | May 30, 2025 | \$997.72 |
| 20 | June 13, 2025 | \$997.72 |
| 21 | June 27, 2025 | \$997.72 |
| | | \$20,952.12 |