

THE COMPREHENSIVE AGREEMENT
BETWEEN
THE WACO EDUCATIONAL SUPPORT ASSOCIATION
AND
THE WACO COMMUNITY SCHOOL DISTRICT

EFFECTIVE JULY 1, 2010 - JUNE 30, 2011

I. ARTICLE: RECOGNITION

A. UNIT

The Board hereby recognizes the WACO Educational Support Association (WESA), an affiliate of the Iowa State Education Association and the National Education Association, as the certified, exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case 5928) issued by the PERB April, 1997.

The unit described in the above certification is as follows:

All non-licensed employees including cooks, head cook, custodians, head custodian, maintenance, groundskeeper, bus drivers, secretaries, certified paraeducator (level I, II, and III), and teacher assistants.

Excluded: All professional and confidential employees.

WESA recognizes the Board as the duly elected representatives of the people and agrees to negotiate only with the Board through the negotiation agent or agents officially designated by the Board to act in its behalf.

No item in this agreement shall be contradictory to state and federal law.

B. DEFINITIONS

1. The term "Board" as used in this Agreement, shall mean the Board of Education of the WACO Community School District or its duly authorized representatives.
2. The term "employee", as used in this Agreement, shall mean all classified employees represented by WESA in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "WESA" as used in this Agreement, shall mean the WACO Educational Support Association or its duly authorized representatives or agents.

II. ARTICLE: WESA RIGHTS

A. USE OF FACILITIES

WESA and its members shall have the right to make use of school buildings and facilities at reasonable times that will in no way interfere with any aspect of the instructional program. The principal of the building shall be notified of the time and place of all meetings.

WESA shall pay for reasonable expenses of materials and supplies incidental to such use, and damages to equipment due to negligence.

B. COMMUNICATIONS

WESA shall have the right to post notices of activities and matters of concern on employee bulletin boards. WESA may use inter school mail, electronic communication tools, and employee mailboxes for communications to employees.

III. ARTICLE: GRIEVANCE PROCEDURE

A. DEFINITION

A grievance shall mean a claim by an employee, a group of employees, or WESA, that there has been an alleged violation, misinterpretation or misapplication of any specific provisions of the Agreement.

B. GENERAL PROVISIONS

1. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.
2. The failure of an employee (or, in the event of an appeal to arbitration, the WESA), to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the employee to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. It is agreed that any investigation or other handling or procession of any grievance by the employee shall be conducted so as to result in no interference or interruption of work activities of the grieving employee or of the staff.
4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a part in interest, the times set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter.

5. Any aggrieved employee may be represented at all stages of the grievance procedure by oneself, or by a representative selected or approved by the Association. If an employee covered under this Agreement is not represented by the WESA, the WESA shall have the right to be present and to state its views at all stages of the grievance procedure.
6. For the purposes of processing a grievance, work days shall be defined as the days that school is in session or the days the employee is normally scheduled to work when school is not in session. Paid holidays shall not be considered as work days for the purposes of processing grievances.

C. PROCEDURES

1. First step. An attempt shall be made to resolve any grievance in informal, verbal discussion between the employee and the employee's immediate supervisor within ten (10) work days of the date of occurrence of the event giving rise to the grievance or became known to the employee. If the employee is not satisfied with the discussion, the employee shall, at that time, inform the immediate supervisor that the discussion has been the first step in the grievance procedure.
2. Second step. If the grievance cannot be resolved informally at step one, the employee shall file a written grievance with the immediate supervisor and the president of WESA, and at a mutually agreeable time, discuss the matter with the immediate supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) work days from the date of the informal meeting with the immediate supervisor in step one. The immediate supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) work days after receipt of the grievance. In the event the Superintendent is the immediate supervisor, the Third Step will be by-passed and the dispute shall proceed to arbitration.
3. Third Step. In the event a grievance has not been resolved to the satisfaction of the employee at the second step, the employee shall file, within five (5) work days of the immediate supervisor's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) work days after such written grievance is filed, the employee and the Superintendent or designee shall meet to resolve the grievance. The Superintendent or designee shall file an answer, with supporting rationale, within ten (10) work days of the third step grievance meeting and

communicate it in writing to the employee and immediate supervisor.

4. Fourth Step. If the grievance is not resolved to the satisfaction of the employee at step three, there shall be available a fourth step of impartial, binding arbitration. The WESA may submit, in writing, a request on behalf of the Association and the grieving employee, to the Superintendent within twenty (20) work days from receipt of the step three answer to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within ten (10) work days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within ten (10) work days, the Public Employment Relations Board will be requested to provide a list of seven (7) Arbitrators. The parties shall determine by lot which party shall have the right to remove the first name from the list. The parties having the right shall do so within five (5) work days, and the other party shall have five (5) additional work days to remove one the of the remaining names. This alternating procedure shall continue until only one name remains. The person whose name remains shall be the Arbitrator. Expenses for the Arbitrator's services shall be borne equally by the School District and WESA.

The Arbitrator, in a formal opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The Arbitrator's authority shall be binding and limited to deciding only the issue or issues presented in writing by the School District and the Association. The decision shall be based upon the interpretation of the meaning or application of the express relevant language of the Agreement.

IV. ARTICLE: LEAVES OF ABSENCE

A. ACCUMULATED BENEFITS

All regular full-time employees (working 5 days per week) shall receive fifteen (15) days for sick leave for the first and each succeeding year of employment up to and including one hundred twenty (120) days at the end of any fiscal year (June 30). For all regular part-time employees (working less than 5 days per week) leave will be on a pro rata basis consistent with their hours of employment.

B. SICK LEAVE

All regular employees shall be allowed sick leave days when unable to perform the duties of employment due to personal mental or physical illness, injury or disability, or pregnancy (consistent with worker's compensation law). A doctor's release will be required when returning from an illness or injury and the employee's ability to perform job duties is in question. If the district believes an abuse of sick leave may exist, the district may request a doctor's verification.

All regular employees (excluding bus drivers) shall use sick leave in fifteen (15) minute increments. (One (1) day of sick leave equals the total number of daily contract hours for each employee).

Each employee shall receive annual notification no later than September 30 as to the amount of sick leave used the previous year and the amount accumulated according to the records for the coming fiscal year.

C. IMMEDIATE FAMILY ILLNESS

A maximum of five (5) days per year shall be allowed and deducted from the employee's sick leave for illness of an employee's immediate family, including parent, spouse or children. In emergency situations resulting in/from hospitalization or extended care, other sick leave days may be used. The Board or Superintendent may require such proof as they deem necessary.

D. BEREAVEMENT

A leave of absence up to five (5) days will be granted upon request to full-time employees and on a pro rata basis to part-time employees for the death of the following relatives of the employee (non-cumulative and non-deducted from sick leave).

1. Husband or wife
2. Child or step-child
3. Father, mother, parent-in-law
4. Brother, sister, brother-in-law, sister-in-law
5. Grandchild, grandparent
6. Son-in-law, Daughter-in-law
7. Other persons standing in loco parentis, providing leave is approved by the Superintendent

E. PERSONAL LEAVE AND EMERGENCY LEAVE

A full-time employee shall be granted five (5) days and a part-time employee on a pro-rata basis for personal leave each school year. Personal leave will be calculated in half-day units. One half-day is any amount of time less than four (4) hours

Nine-month employees must be at work the last day prior to and the first work day following a vacation or holiday, however, exceptions may be made by the Superintendent. Twelve month employees may use personal leave the day prior to or the day following a holiday.

Employees will receive \$50 for each full day and \$25 for each half day of personal leave not used during the contract year.

F. JURY AND LEGAL

Any employee called for jury duty during work hours or is subpoenaed to appear in any judicial or administrative proceedings during work hours shall be released with pay. However, any remuneration received for such duty shall revert to the district.

G. WESA LEAVE

The Association shall have up to four (4) days per year to be used for out of district Association business and activities. An additional three (3) days of leave will be granted for Association business and activities with the substitute, if needed, to be paid by the Association.

H. UNPAID LEAVE

Unpaid leave for employees must be authorized by the Superintendent. The Superintendent shall have discretion to grant or deny the requested unpaid leave. In making this determination, the Superintendent shall consider the effect of the employee's absence on the education program and school district operations, length of service, previous record of absence, the reason for the requested absence and other factors relevant to making this determination.

If unpaid leave is granted, the duration of the leave period shall be coordinated with the scheduling of education program whenever possible to minimize the disruption of the education program and school district operation.

I. ADMINISTRATIVE LEAVE

The Superintendent of Schools has the authority to put an employee on administrative leave for conduct that violates Iowa Code. This action will be subject to due process rights granted under federal law.

V. ARTICLE: EMPLOYEE EVALUATION

1. All probationary employees shall be evaluated at least twice during the first year of employment by the employee's immediate supervisor.
2. The immediate supervisor shall provide each employee with the evaluation procedure to be followed and instruments to be used. No formal evaluation shall take place until such orientation has been given.
3. The immediate supervisor shall base the evaluation on general observance of the employee's on the job performance.
4. There shall be at least one formal written evaluation of each non-probationary employee every three years.
5. A copy of the written formal evaluation shall be given to the employee. (In the case of a formal observation, the written evaluation shall be given to the employee within ten days of the

formal observation.) Both the employee and the immediate supervisor shall sign the evaluation form. The employee's signature acknowledges receipt of a copy of the formal written evaluation and does not imply agreement or disagreement with the contents of the evaluation. A copy of the completed evaluation form will be kept in the employee's personnel file.

6. The employee shall have the right to respond in writing to the formal evaluation. Both the employee and the immediate supervisor shall sign the employee's written response. The immediate supervisor's signature acknowledges receipt of a copy of the employee's written response and does not imply agreement or disagreement with the contents of the written response. A copy of the written response will be kept in the employee's personnel file
7. The employee shall have the right to grieve the contents of the formal evaluation upon the basis of fairness, justness, and accuracy through the grievance procedure described above.
8. Each employee may review the content of their entire personnel file, except confidential materials, during business hours by making an appointment with the Superintendent or designee. A representative of WESA, at the employee request, may accompany the employee in this review. Said personnel file must not leave the office premises and the Superintendent or designee shall be present during the review of the file. The employee may request copies of individual documents and shall be charged 10 cents per page. Any written complaints directed toward an employee which are placed in the employee's personnel file are to be promptly called to the employee's attention in writing. The employee has the right to respond in writing to complaints placed in the employee's personnel file.

VI. ARTICLE: TRANSFERS

A. VOLUNTARY TRANSFERS

Each employee who desires a transfer to another building and/or classification may file a written statement of such desire with the Superintendent. Such statement shall include the school and classification to which the employee wishes to be transferred and reason(s) for desiring the transfer.

When the district determines that a vacancy exists, the superintendent will post the vacancy in the district at least one day before the notice appears in the media.

In determination of request for voluntary transfer, the wishes of the employee shall be honored to the extent that the transfer is deemed by the employer to be in the best interest

of the school system. If more than one employee applies for the same position resulting in the transfer, the final determination shall be based on the requirements of the position, previous experience, and years of experience in the WACO system.

B. INVOLUNTARY TRANSFERS

1. If, in the judgment of the employer, it is necessary for the employer to initiate a transfer and there is no suitable volunteer available, the superintendent shall inform the employee, in writing, of the reasons for the transfer.
2. Employer initiated transfers of an employee shall not be effective until a personal conference has been held between the Superintendent and the employee.

VII. ARTICLE: SENIORITY

For purposes of this Agreement, employees shall be considered probationary during the first twelve (12) months following the date the employee signed the initial contract.

Seniority shall be within classifications and computed from the date the employee signed the initial individual contract in that classification. Employees who transfer from one classification to another shall retain the seniority earned in that classification for a period of five years. Employees who work more than half time shall receive full seniority. Employees who work half time or less shall receive prorated seniority. If two (2) or more employees signed their initial individual contract on the same date, the relative order of seniority for purposes of this Agreement shall be determined by drawing lots at the time of hiring.

The WESA shall receive a seniority list by September 15th of each year. If a question of correctness is raised by WESA by October 1, the WESA representative and the Superintendent shall meet to develop a corrected list. If there are no changes made by October 1, the list shall be considered final.

VIII. ARTICLE: STAFF REDUCTION

A. NOTIFICATION

If the Board is contemplating the staff reduction of any classified positions, it shall notify the employee(s) to be terminated at least 30 days prior to the date at which the reduction is to be effective.

B. DIVISION OF STAFF

1. Criteria or division for selection of staff members to be released will be within the following classifications:

Bus Drivers

Food Service Workers
Custodians
Groundskeeper
Maintenance Worker
Secretaries
Certified Paraeducators Level I, II, and III
Teacher Assistants/Library Assistants

C. PROCEDURE

Employees covered by this Agreement will be released within classifications with the following factors being considered equally in the termination:

- 1 Resignations or retirements.
- 2 Employees on probation.
- 3 Years of seniority within the classification for which the staff reduction is to be made.
- 4 Qualification in the classification for which the staff reduction is to be made.
- 5 Performance evaluations over the last five (5) years within the district.

D. RECALL

Any employee terminated under this Article shall automatically be considered for recall for one (1) year and for a second consecutive year if such desire is submitted in writing to the Superintendent of Schools by the end of the first year of recall. Terminated employee(s) shall advise the Superintendent of their current address (es). If any employee fails to notify the Superintendent of a change of address or fails, within then (10) days of receipt of notice of considered recall, to advise the Superintendent of the employee's desire and availability to return to work, all recall rights shall terminate.

Personnel shall be recalled in reverse order of termination to a position in a classification in which the employee worked. The date of termination shall be deemed to be employee's last working day.

An employee who is terminated because of staff reduction and who is re-employed by the WACO Community School District as per this Article shall have leave benefits accumulated as of the time of termination reinstated.

IX. ARTICLE: HEALTH PROVISIONS

- A. Each new employee, after an offer of employment is made and before the beginning of service, shall submit certification of fitness to perform the tasks assigned which shall be in the form of a written report of physical examination. Bus Drivers shall submit the required physical examination every other year as required by the State of Iowa.
- B. The District shall pay the expense of the physical to the clinic designated by the District. Should the employee desire to use their own personal doctor, the form

provided by the District must be used; the District will pay only the amount equal to the fee charged by the school designated clinic or the out of pocket expense not covered by health insurance, whichever is less.

- C. Bus Drivers shall submit the required physical form by August 1 of the year due. A physical taken after May 1 shall be applicable for the following school year.

X. ARTICLE: SAFETY PROVISIONS

Employees shall not be required to work under what is found to be unsafe or hazardous conditions or to perform tasks which are found to endanger their health and/or safety. It is the responsibility of the employee to call attention of such conditions to the immediate supervisor and Superintendent, in writing, who in turn shall cause such unsafe or hazardous conditions to be corrected.

Employees will be supplied with protective equipment to prevent injury as needed. When an employee is assigned to remove asbestos, the employee shall be compensated at one and a half times the regular hourly rate.

XI. ARTICLE: METHOD OF PAYMENT

- 1. Pay Period -- Each employee shall be paid in 24 installments on the 10th and 25th of each month. Employees shall receive their checks at their regular building and on regular workdays or by electronic deposit. A payment schedule showing dates of pay periods and due dates for submission of time cards shall be distributed by the business manager. Payment for overtime hours and deductions for hours not worked shall be reflected on the next pay date in accordance with the schedule of pay periods.

In the event of a weather related school delay or early dismissal, employees shall have the option to work the hours missed during that same week. The schedule for such make-up work shall be approved by the employee's immediate supervisor. However, if the employee does not wish to make up the work lost due to a weather related school delay or early dismissal, there is an option, requiring administrative approval, for taking the deduction in pay during the current pay period and carrying forward those hours to be worked at the end of the school year. A form authorizing the employee to make up lost hours must be filled out, signed by the both the employee and the principal/supervisor, and submitted with the employee's timecard at the end of the week in which the time was lost. These slips will be retained until the end of the school year at which time; those employees will be permitted to make up the accumulated number of hours under the direction of the employee's immediate supervisor.

Payment to bus drivers for activity trips will be made on the 10th of each month.

- 2 Exceptions. When a pay date falls on or during a school holiday, in-school vacation or weekend, employees shall receive their pay checks on the last previous working

day.

3. Last pay period. Each terminating employee (voluntary or involuntary) may have the option of receiving all or any part of their earned salary on the last pay period after the in-school work year. All other employees desiring the same privilege must notify the Board by September 1 of the contract year.
4. Summer checks. Summer checks shall be mailed, upon receipt of written permission, to the address designated by the employee.
5. All employees will receive a free pass to all WACO home athletic events this pass does not cover State sanctioned events. Passes must be turned in to the district if employment is terminated voluntarily or involuntarily.

XII. ARTICLE: INSURANCE

- A. The Board shall provide \$488.13 towards Medical Insurance coverage. The district will pay 38 percent of the \$488.13 premium payment for bus drivers who elect to purchase health-major medical insurance and pro-rata for each part-time employee eligible for coverage under the plan that the employee elects to participate in.
- B. More than one medical deductible plan will be offered as part of a Cafeteria Plan. At least one of the medical deductible plans offered would have a rate that can be covered by the employer's contribution to the Cafeteria Plan.
- C. Each employee shall have the opportunity to participate in a Flexible Benefit Program as defined by the Internal Revenue Code Section 125. The district will pay the enrollment fee for the 125 plan. The employee will pay the monthly management fee for the 125 plan.
- D. Full time employees that can verify proof of other active health insurance coverage may opt out of the district's insurance program. Full time employees opting out will be allowed a \$200.00 per month contribution in the school districts flex benefit program.
- E. The Board shall select and provide \$10,000.00 Term Life Insurance Policy for each full-time employee.
- F. The Board shall select and provide Long-Term Disability Insurance coverage to each employee if eligible under the plan.
- G. Each employee shall be covered by Worker's Compensation which shall act independently of sick leave benefits as is consistent with the law.

H. All employees shall be covered by a school financed liability insurance covering job-related performance of duty

XIII. ARTICLE: PAID HOLIDAYS

Each twelve (12) month employee shall receive seven (7) paid holidays per year: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Twelve (12) month employees will also receive one-half day of paid holiday on Christmas Eve and New Year’s Eve.

All nine (9) month employees shall receive at least four (4) paid holidays per year: New Years Day, Thanksgiving Day, Christmas Day, Labor Day and/or Memorial Day.

Any employee required to work on these days shall be paid at the overtime rate (time and a half).

XIV. ARTICLE: COMPENSATED VACATIONS

The vacations for twelve-month employees shall be as follows:

Years of Employment	Number of Vacation Days
1 to 5 years	10 days
6 to 15 years	One additional day per year of employment, 20 days maximum

All twelve-month employees shall use vacation in fifteen (15) minute increments. One (1) day of vacation equals the total number of daily scheduled hours for each employee.

Employees shall schedule vacation time during the summer months when the regular school term is not in session. Employees may take vacation during the school year with administrative approval. Upon written approval of the Superintendent on or before June 30, vacation time earned during one contract year may be carried over for use no later than March 30 of the following contract year.

Employees who terminate prior to June 30 of the contract year will be credited for compensated vacation that has been earned up to the point of termination.

Employees covered under this provision shall notify their immediate supervisor as they schedule their vacations periods.

XV. ARTICLE: BASIC EMPLOYMENT CONDITIONS

A. WORK WEEK/HOURS OF WORK

Starting and ending times for the work week shall be determined by the needs of the job as determined by the administrator. Any work beyond scheduled time in a week shall

be with the prior written approval of the employee's immediate supervisor. Time worked in excess of 40 hours in a week shall be compensated in the form of overtime pay.

B. WAGES

For 2009-2010 employees shall receive an increase of \$.25 per hour. Certified Paraeducators (Level I) shall receive an additional \$.30 per hour increase as a one-time pay adjustment following certification. Another \$.30 shall be received as a one-time pay adjustment following certification for the Paraeducator, (Level II) classification. Another \$.30 shall be received as a one-time pay adjustment following certification for the Paraeducator, (Level III) classification.

Starting wages for new employees shall be as follows:

Position	Starting Hourly Rate
Secretary	\$8.85
Maintenance	\$10.20
Groundskeeper	\$7.30
Head Custodian	\$9.35
Custodian Part Time	\$8.40
Custodian Full Time	\$8.70
Cook	\$8.40
Head Cook	\$8.75
Teacher Assistant	\$7.85
Paraeducator, Level I	\$8.15
Paraeducator, Level II	\$8.45
Paraeducator, Level III	\$8.75

C. BUS DRIVER COMPENSATION 2009-2010

Regular drivers:

1. Base pay \$56.50 per day plus \$.25 per day for each year of continuous driving in the WACO Community School District to a maximum of 28 years plus \$.15 per mile per day for each mile over 40 per day.
2. Mileage for each bus route shall be computed as the shortest driving distance between the schools, the assigned student's home and returning to school and shall remain the same for each succeeding month except when there is an increase or decrease of at least 2 miles per trip.
3. Drivers shall be paid \$10.00 per hour with a one-hour minimum for attendance at mandatory training sessions at SECC and local in-service training sessions. Payment will be made for contact time only, not travel time. Only the driver of the vehicle to mandatory training will be paid on a one hour minimum. Travel to training sessions at SECC shall be provided by the district.
4. Drivers shall be paid at the rate of \$10.00 per hour with a one-hour minimum when selected on the random sampling for drug and alcohol testing and when assisting with official school bus inspections.

5. Activity trips shall be \$10.00 per hour with a two-hour minimum. Drivers will be allowed fifteen (15) minutes for each pre and post trip inspections. Contracted drivers will be given first priority for activity trips and if two contracted drivers request the same trip, seniority will be the determining factor.
6. If an activity trip takes a driver away from his or her regular route, the driver will be paid the regular route pay for the first 45 minutes. For any time after that, the driver will be paid at the hourly rate.
7. \$10.00 per month shall be paid at the end of the year to each regular driver for each month he/she has driven through the year without an absence except for assigned driving such as field trips or other school sponsored activities.
8. In the event of weather related school cancellation or delay the district will make every attempt to notify a designated driver no later than 6:30 a.m. who will then notify the other drivers.
9. \$2.00 per day shall be paid for placing the stop sign on Hwy 78 and carrying the Inter-school mail.
10. The district will reimburse new contracted drivers for the cost of the necessary license(s) to perform their assigned tasks at the end of six months of service (calculated from the date of hire).

Special Education – Special Trips drivers:

1. Special Ed trips to Mt Pleasant shall be \$22.25 per trip.
2. Transportation for wheel chair bound student(s), and/or students with transportation issues stated in an IEP, shall be paid at the rate of \$22.25 per trip for one student and \$23.25 per trip for two or more students when it is necessary to remove these students from the regular route.

D. CUSTODIANS AND MAINTENANCE

During the boiler season, employees shall clock in and out when doing weekend or holiday building checks and shall be compensated at their salary overtime rate if the total hours for the week are greater than 40. The employee’s regular hourly rate will be paid if less than 40 hours have been worked for the week.

E. INSERVICE DAYS OR PROFESSIONAL DAYS

Employees shall be paid at their regular hourly rate for attendance at inservice training as required by the District.

F. EXTRA DUTY PAY

Extra Duty assignments shall be defined as those assignments outside the normal school day. Parent-teacher conferences, Open House, and activities of this nature will not be considered extra duty. Any employee willing to work extra duties will work the first duty unpaid and then will be compensated \$20.00 for each duty completed thereafter.

G. PROBATIONARY PERIOD

All new employees shall be subject to the serving of a probationary period which shall be considered as part of the examining process. The probationary period for all new

employees shall be sixty (60) calendar days (excluding summer recess days) from the first working day. Probationary employees shall not be entitled to any provisions or fringe benefits under the terms of this agreement but will be able to accrue those benefits back to their date of hire once the probationary period has been completed. No insurance benefits will be retroactive to the probationary period, and no probationary employee shall receive any payment for any leave taken during the probationary period.

XVI. ARTICLE: DUES DEDUCTION

A. LIABILITY

WESA agrees to indemnify and hold harmless the Board, each individual member, all administrators and secretaries against any and all claims, costs, suits or all other forms of liability and all costs, (excluding payroll accounting costs) arising out of the application of the provisions in this Agreement between the parties for dues deductions. The Board Secretary will give to the Association Treasurer the annual salaries of the employees in this bargaining unit by September 10 of each year.

B. AUTHORIZATION

Any employee who is a member of WESA, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional membership in WESA, ISEA, and NEA only on a form provided by the Association. This deduction service shall continue as per Section F. This deduction service shall not be used for the collection of initiation fees, special assessment, book dues, fines or similar items. The assignment for payroll shall be made to the Board or Board Secretary by the 19th of the first month in which the deduction is to be made. No authorization shall be accepted after December 10th. Authorization must be made on form Schedule C. Withholding for nine month employees without summer checks will be during October through June.

C. REGULAR DEDUCTION

Pursuant to deduction assignment authorization, the Board shall deduct in equal installments the total professional membership dues (as noted in Item B) from the regular salary pay check of the employee each month, ending in June of each year.

It shall be the responsibility of WESA to inform its members of the dues deduction system in use.

D. TERMINATION

Any employee who terminates prior to June shall provide verification to the Board from WESA that dues obligations are settled.

E. TRANSMISSION OF DUES

The Board shall transmit to WESA, as soon as possible, the total monthly dues deduction.

F. DURATION

Such authorization to deduct shall continue in effect from year to year unless revoked by thirty (30) days written notice to the Board and to WESA. A list containing the names of those members on continuing dues deduction will be supplied by WESA.

XVII. ARTICLE COMPLIANCE AND DURATION

A. COMPLIANCE BETWEEN INDIVIDUAL CONTRACTS AND COMPREHENSIVE AGREEMENT

Any individual contract between the Board and individual employee shall be subject to and consistent with terms and conditions of this Agreement.

B. SEPARABILITY AND SAVINGS CLAUSE

Should any article, sections or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect.

C. PRINTING AGREEMENT

Copies of this Agreement shall be printed in sufficient quantity that WESA may distribute one copy to each employee now employed and hereinafter employed, and covered within this Agreement. An additional five (5) copies will be provided the Association. The format and printer shall be chosen by mutual agreement. The expense for such printing shall be borne equally by the District and the WESA.

D. NOTIFICATION OF NEW HIRES

A list of newly employed employees and addresses shall be mailed to a designated WESA member prior to the start of the school year.

E. REQUIRED NOTIFICATIONS

Whenever any notice is required to be given by either of the parties to this Agreement, either party shall be so notified in writing to the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by WESA, to Board at: Superintendent, 706 N. Pearl, Wayland, Iowa 52654
2. If by Board to WESA's current President at a designated address.

F. DURATION PERIOD

The agreement shall be effective as of July 1, 2010, and shall continue in effect until June 30, 2011.

G. SIGNATURES

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their chief negotiators and their signatures placed thereon, all on the _____ day of _____ 2010.

WACO EDUCATION SUPPORT
ASSOCIATION

WACO COMMUNITY SCHOOL
DISTRICT

By _____
WESA President

By _____
Board President

By _____
Chief Negotiator

By _____
Chief Negotiator

I.	ARTICLE: RECOGNITION 2	
A.	UNIT	1
B.	DEFINITIONS	1
II.	ARTICLE: WESA RIGHTS	2
A.	USE OF FACILITIES	2
B.	COMMUNICATIONS	2
III.	ARTICLE: GRIEVANCE PROCEDURE.....	2
A.	DEFINITION	2
B.	GENERAL PROVISIONS	2
C.	PROCEDURES	3
IV.	ARTICLE: LEAVES OF ABSENCE.....	4
A.	ACCUMULATED BENEFITS	4
B.	SICK LEAVE	4
C.	IMMEDIATE FAMILY ILLNESS	5
D.	BEREAVEMENT	5
E.	PERSONAL AND EMERGENCY LEAVE	5
F.	JURY AND LEGAL	6
G.	WESA LEAVE.....	6
H.	UNPAID LEAVE.....	6
I.	ADMINISTRATIVE LEAVE	6
V.	ARTICLE: EMPLOYEE EVALUATION	6
VI.	ARTICLE: TRANSFERS.....	7
A.	VOLUNTARY TRANSFERS	7
B.	INVOLUNTARY TRANSFERS.....	8
VII.	ARTICLE: SENIORITY.....	8
VIII.	ARTICLE: STAFF REDUCTION	8
A.	NOTIFICATION.....	8
B.	DIVISION OF STAFF	8
C.	PROCEDURE	9
D.	RECALL	9
IX.	ARTICLE: HEALTH PROVISIONS.....	9
X.	ARTICLE: SAFETY PROVISIONS.....	10
XI.	ARTICLE: METHOD OF PAYMENT.....	10
XII.	ARTICLE: INSURANCE.....	11
XIII.	ARTICLE: PAID HOLIDAYS.....	12
XIV.	ARTICLE: COMPENSATED VACATIONS.....	12
XV.	ARTICLE: BASIC EMPLOYMENT CONDITIONS.....	12
A.	WORK WEEK / HOURS OF WORK.....	12
B.	WAGES.....	13
C.	BUS DRIVER COMPENSATION	13
D.	CUSTODIANS AND MAINTENANCE	14
E.	INSERVICE DAYS OR PROFESSIONAL DAYS	14
F.	EXTRA DUTY PAY.....	14
G.	PROBATIONARY PERIOD	14
XVI.	ARTICLE: DUES DEDUCTION	14
A.	LIABILITY	15
B.	AUTHORIZATION	15
C.	REGULAR DEDUCTION	15
D.	TERMINATION	15
E.	TRANSMISSION OF DUES	15
F.	DURATION	16
XVII.	ARTICLE XVII COMPLIANCE AND DURATION	16
A.	COMPLIANCE BETWEEN INDIVIDUAL CONTRACTS AND COMPREHENSIVE AGREEMENT	16
B.	SEPARABILITY AND SAVINGS CLAUSE	16

C. PRINTING AGREEMENT	16
D. NOTIFICATION OF NEW HIRES	16
E. REQUIRED NOTIFICATIONS.....	16
F. DURATION PERIOD	17
G. SIGNATURES	17

