

COLLECTIVE BARGAINING AGREEMENT

between

BOARD OF EDUCATION
OF THE
WISCONSIN RAPIDS PUBLIC SCHOOLS

and

WISCONSIN RAPIDS
SUBSTITUTE TEACHERS

July 1, 2005 - June 30, 2009

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PREAMBLE

This agreement is made and entered into by the Board of Education of the School District of Wisconsin Rapids (hereinafter referred to as the Board) and the Wisconsin Rapids Substitute Teachers (hereinafter referred to as WRST).

ARTICLE I

RECOGNITION AND RIGHTS OF THE WRST AND THE BOARD

Section 1.1 - Bargaining Unit

The Board hereby recognizes WRST as the exclusive bargaining representative for all substitute teachers employed by the Board, but excluding all other employees as described in the Wisconsin Employment Relations Commission Certification Decision No. 26741-A, dated February 13, 1991, and pursuant to the provision of Section 111.70 of the Wisconsin Statutes.

Section 1.2 - WRST Rights

The members of the WRST shall have the right to use a building's duplicating equipment, typewriters, microcomputers, and audio-visual equipment for carrying on routine WRST business. The WRST shall pay the full direct cost for such usage. The WRST shall request permission for usage from the building administrator.

Section 1.3

The WRST shall have the right to use school buildings or Central Office facilities for both general and committee meetings, with prior notice and administrative permission providing this does not interfere with other planned uses of the facilities.

Section 1.4

The WRST shall have the right to place notices, circulars, and other materials in substitute teachers' mailboxes. The WRST shall have the right to use inter-school mail to distribute WRST business materials.

Section 1.5

The WRST shall have the right to display notices of business on the designated bulletin board in the faculty lounge of each school building.

Section 1.6 - Board Rights

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties, and responsibilities conferred upon and vested in by the laws and Constitution of the State of Wisconsin and of the United States.

- A. To the executive management and administrative control of the school system and its properties;
- B. To hire and assign; to discipline or discharge for just cause except as otherwise provided in Article VII (PROBATION); to determine the basis of selection and retention; to direct and supervise the performance of any and all work; to judge efficiency and competency in the performance of work assigned; and to lay off employees when necessary.
- C. To create, revise and eliminate positions, and to establish and change work schedules, set hours of work, to determine the work to be done and the standards to be met by the substitute teacher;
- D. To determine the methods and means of teaching and the subjects to be taught;
- E. To establish grades and courses of instruction, including special programs and extra-curricular activities; to determine class schedules, school hours and assignments of substitute teachers.

Section 1.7

The exercise of the foregoing power, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE II

FAIR SHARE AGREEMENT

Section 2.1

The WRST shall represent all substitute teachers in the District, members and non-members, fairly and equally, and all substitute teachers shall be required to contribute their fair share to the costs of such representation. No substitute teacher in the District shall be required to join the WRST, but membership shall be open to all substitute teachers, in accordance with the bylaws of the WRST.

Section 2.2

The Board agrees to deduct fair share dues from the paychecks of all substitute teachers in the District, and shall remit the monies to the WRST on a monthly basis.

Section 2.3

Deductions shall be made starting from the first pay period after the initial employment. The Board shall deduct from the earnings of all substitute teachers an amount equal to the dues of the WRST, as certified by the bylaws of the WRST. Deductions shall be on a percentage basis, in relation to the number of days worked in a period, and the applicable daily rate of the particular substitute teacher. If no work is performed in a period, no deductions shall take place.

Section 2.4

The WRST agrees to protect and save harmless the School District from any claims, demands, suits, and other forms of liability, including attorneys' fees incurred in connection therewith by action taken or not taken by the Board for the purpose of complying with this section.

ARTICLE III

CALCULATION OF CONSECUTIVE DAYS FOR LONG-TERM SUBSTITUTES

Section 3.1

A substitute teacher assigned to a long-term position shall not be penalized in the accumulation of consecutive teaching days because of personal illness, death in the immediate family, court appearances, emergency leave, school closings, or in-service days. Definitions of such leaves are as stated in the current Wisconsin Rapids Education Association (WREA) Collective Bargaining Agreement.

Section 3.2

No pay shall be earned by the substitute teacher for the days absent, but they shall continue to accumulate consecutive days immediately upon their return to work, with no loss of the previous days accumulated.

ARTICLE IV

MISCELLANEOUS

Section 4.1

The Board shall notify the WRST of teaching positions (either long-term substitute or permanent) when they become available and when those positions are known in advance and are not of emergency or sudden circumstances. Positions will be posted on the District web site.

Section 4.2

The Board will provide the WRST with the list of substitute teachers by September 15 of each school year, and an addendum will be sent quarterly (November 15, January 15, March 15).

Section 4.3

Long-term substitute teachers attending required teacher in-service day(s) will receive their daily rate.

Section 4.4

Substitute teachers assigned and working for the District on the same day at more than one school or work location shall be reimbursed mileage at the approved District rate for use of their personal automobile for travel between schools.

Section 4.5

Substitute teachers during the normal school year that function as a teacher during summer school shall receive the same pay as a regular teacher doing the same type of work.

Section 4.6

Any medical procedure required by the Board will be paid by the Board.

Section 4.7

Substitute teachers will be given the opportunity to attend District training on a space available basis without pay. Substitutes required to attend District training will receive inservice pay per the District rate.

ARTICLE V

COMPENSATION AND BENEFITS

Section 5.1

A substitute teacher shall be compensated the following rates:

2005-06	\$84.00
2006-07	\$86.55
2007-08	\$89.10
2008-09	\$91.80

Section 5.2

A substitute teacher who has worked 50 full-time equivalent days from date of hire shall be compensated at the following rates:

2005-06	\$95.85
2006-07	\$98.70

2007-08	\$101.70
2008-09	\$104.70

Section 5.3

A substitute teacher in a long-term assignment shall be placed on the entry BA level of the salary schedule of the Wisconsin Rapids Education Association Collective Bargaining Agreement once the eleventh (11th) day of the assignment has begun. The entry BA salary will be retroactive to the first day of the assignment.

A long-term assignment of ten (10) consecutive days will be compensated at the rate of \$120.00 per day. The substitute teacher must complete all ten days of the assignment.

Section 5.4

A substitute teacher working in a long-term assignment of eleven (11) or more days shall receive one (1) paid sick day for every twenty (20) teaching days. These sick days shall accumulate through the assignment but terminate at the end of the assignment.

Section 5.5 - Partial Day Assignments

Salary Computations for Substitute Teachers

Number Classes	Class Time	Prep and Assign Time	Total Time Mins./Hrs.	Salary Factor (% of Applicable Daily Rate)
1	60	30	90/1.50	.40
2	120	60	180/3.00	.40
2 time	150	75	225/3.75	.50
3	180	90	270/4.50	.60
4	240	120	360/6.00	.80
5	300	150	450/7.50	1.00

- A. The times identified in the total time column do not include the 30 minutes duty free lunch.
- B. Substitute teachers working three classes and a study hall are .6 time not four classes, and will be paid at the .6 time rate. Study halls are considered assignable time unless the time spent in the building exceeds the time in the total time column, in which event the substitute teacher will be paid at the next higher rate.
- C. A substitute teacher will receive a minimum payment of .4 of the daily rate per day worked. An assignment may include more than one building. If the assignment exceeds the normal teacher workday of 7.5 hours or an additional class beyond 5, compensation will be paid per Section 6.2. Travel time between buildings will be included with the prep and assignable time.

- D. Any substitute teacher reporting for an assignment at the time and place requested by the Board, and finds that they were called in error, shall be permitted to accept an alternate assignment for the same (or more) amount of time as stated in the call. If the substitute teacher declines the alternate assignment he/she will receive a minimum payment of .2 of the daily rate.

Section 5.6

The Board agrees to pay a sum up to a maximum of 6.1 percent (6.1%) of each substitute teacher's gross earnings to the Wisconsin State Retirement Fund for retirement pension purposes, said sum representing the Board's contribution toward the substitute teacher's contribution, once the substitute teacher has fulfilled the requirements to join.

ARTICLE VI

WORKING CONDITIONS AND ASSIGNMENTS

Section 6.1 - Workday

The substitute teacher's work day shall be the same as that of the teacher being replaced. A substitute teacher may leave the work place prior to the end of the teacher workday with the approval of the building administrator and/or designee.

Section 6.2

The substitute teacher shall follow the absent teacher's schedule for the day, and be provided not less than a thirty (30) minute duty-free lunch period. Substitute teachers who are assigned additional academic classes shall be compensated at the rate of twenty percent (20%) of the applicable daily rate for each additional period, or part thereof, that they are assigned.

Section 6.3

A substitute teacher shall be called about an assignment as early as possible.

Section 6.4

An effort will be made to call licensed substitute teachers prior to contacting permit holders. Requests by the absent teacher or the building administrator for a particular substitute teacher shall be given first consideration. After that, consideration will be given to the experience, background, and preference of the licensed substitute teacher. Efforts will be made to match the substitute teacher to an assignment in his or her area(s) of certification.

Section 6.5

A substitute teacher shall have the right to refuse any assignment, without penalty.

Section 6.6

A substitute teacher shall be informed of the nature of the assignment, the length of time commitment, and any special considerations of the assignment, if known.

Section 6.7

A substitute teacher assigned to a position shall remain in that position until the absent teacher returns, provided that their qualifications and performance are satisfactory. Exceptions shall be made if the substitute teacher requests or agrees to be relieved, or if the position becomes a long-term position for which the substitute teacher is not certified, and for which a suitably certified replacement is available.

Section 6.8

It shall be the substitute teacher's responsibility to conduct the instructional program in a manner that contributes to and enhances the education of the students, and which follows as closely as possible the written lesson plans of the absent teacher. The substitute teacher shall give the absent teacher, in writing and/or verbally, an analysis of the learning situation that prevailed, and of any problems or concerns that might have affected the situation.

Section 6.9

A substitute teacher shall be notified at the close of the school day if their services shall be required in the same position the following day, if known.

ARTICLE VII

PROBATION

Section 7.1

Substitute teachers must serve a probationary period of one hundred (100) full-time equivalent days. During the probationary period, substitute teachers may be disciplined or discharged for any reason(s) without recourse to the contractual grievance procedure. The probationary period may be extended to 180 days at the discretion of the administration if the substitute teacher's performance is in question. The substitute teacher will be provided written rationale for the extension.

Section 7.2

Substitute teachers who have five (5) or more years of previous regular full-time teaching experience in the Wisconsin Rapids Public Schools shall be not be subject to the probationary period.

ARTICLE VIII
PERSONNEL FILES

Section 8.1

The only permanent and valid personnel file for a substitute teacher shall be kept at Central Office.

Section 8.2

All information pertaining to the substitute teacher's performance as a substitute teacher placed in the substitute teacher's personnel file, except pre-employment recommendations, credentials, and references which shall remain confidential, shall be available to the substitute teacher for inspection during normal business hours with reasonable notice. Upon request, the employee shall be entitled to copies of said information subject to a reasonable charge.

Section 8.3

The substitute teacher shall have the right to respond to material filed in the personnel file. The response shall be attached to the original material.

Section 8.4

A WRST representative, when representing a substitute teacher, may have the same rights for inspection of the substitute teacher's file as the substitute teacher with written consent of the substitute teacher. With the exception of the Administrative staff and Board members, no one shall be given access to a substitute teacher's personnel file without the written permission of the substitute teacher.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 9.1 - Definition

The term "grievance" shall, for the purposes of this Agreement, mean any dispute between the Board and a substitute teacher, or between the Board and the WRST, concerning the interpretation, application, or violation of specific articles or sections of this Agreement. Any substitute teacher who files a grievance shall be entitled to representation by the WRST at any and all levels.

Section 9.2 - Procedural Steps - Step 1

The aggrieved employee shall submit a grievance in writing to the building principal within thirty (30) school days of the occurrence of the alleged violation, or within thirty (30) school days of when the substitute teacher or the WRST should reasonably have known of the violation. The building administrator shall answer the grievance, either in writing or in person, within five (5)

school days of receipt. If a meeting takes place, the substitute teacher may have a representative of the WRST present. If no satisfactory settlement is reached, the aggrieved party may proceed to Step 2.

Section 9.3 - Step 2

The aggrieved employee shall submit the written grievance to the District Administrator within five (5) school days of the expiration of the time under Step 1, or of the receipt of the building principal's response, whichever comes first. The grievance shall be discussed at a meeting between the District Administrator and the Chairman or their designee, of the Professional Rights and Responsibilities Committee of the WRST, within ten (10) school days of the receipt of the grievance by the District Administrator. If no satisfactory settlement is reached within five (5) school days of that meeting, the aggrieved party may proceed to Step 3.

Section 9.4 - Step 3

The aggrieved employee shall submit the written grievance to the Board's Personnel Services Committee within five (5) school days of the expiration of the time under Step 2, or of the receipt of the District Administrator's response, whichever comes first. The grievance shall be discussed at a meeting between the Personnel Services Committee and the Chairman, or his/her designee, of the Professional Rights and Responsibilities Committee of the WRST within twenty (20) school days of the receipt of the grievance by the Personnel Services Committee.

Section 9.5

It is agreed that the numbers of school days listed above are the agreed maximums, and that extensions to same shall only be granted by mutual agreement in writing.

Section 9.6 - Arbitration

In the event that the grievance is not settled in Step 3, and involves the interpretation or application of a specific provision of this Agreement, then the WRST may require the grievance to be submitted to arbitration by serving on the other party a written Notice of Request for Arbitration within ten (10) school days of the meeting in Step 3.

Section 9.7

Upon receipt of the Notice of Request for Arbitration, the Board and the WRST shall endeavor to select an arbitrator by mutual agreement. If the parties are not able to agree on an arbitrator within ten (10) school days, either party may request the Wisconsin Employment Relations Commission to appoint a member of its staff to act as the arbitrator.

Section 9.8

The arbitrator shall schedule a hearing on the grievance as soon as possible, and after hearing and considering the evidence as presented by both parties, shall render a written decision as soon as practical.

Section 9.9

Each party shall bear the expense of presenting its own case, its witnesses, and its representatives. The expenses of the arbitrator shall be borne equally by the parties.

Section 9.10

Grievances involving the same act or issue may be consolidated into one arbitration procedure, provided that all of the grievances have processed through the grievance procedure by the time the parties meet to select the arbitrator.

Section 9.11

It is understood and agreed that the decision of the arbitrator is final, and binding upon both parties. The arbitrator's function is to interpret and apply specific terms of this Agreement. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify, or amend any terms of this Agreement.

Section 9.12

Any grievance which is, or shall be, in process at the end of the school year may, by mutual agreement of the parties, either be advanced through the procedure at a faster rate, or be held over until the start of the next school year, when it shall be processed in accordance with the procedure which was applicable when the grievance was filed.

ARTICLE X

SAVINGS CLAUSE

Section 10.1

If any part or section of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby, and shall continue in force, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for said invalid part or section.

ARTICLE XI

DURATION

This Agreement shall be in full force from July 1, 2005 through June 30, 2009.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of this _____ day of _____, 2006

BOARD OF EDUCATION
SCHOOL DISTRICT OF WISCONSIN RAPIDS

BY: _____
Sandra Hett
President

BY: _____
Scott Stoflet
Chair, Personnel Services Committee

BY: _____
Vincent Honkomp
Member, Personnel Services Committee

BY: _____
Mary Rayome
Member, Personnel Services Committee

WISCONSIN RAPIDS SUBSTITUTE TEACHERS

BY: _____
Julie Kutella
President

BY: _____
Jon Hillstead
Head Negotiator