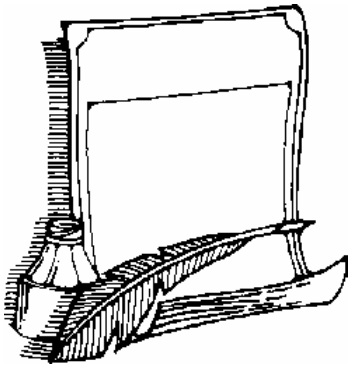


June 5, 2006



# *Know Your Contract*

## Seniority-Article IX, Section F

**Seniority** is defined in the contract as “an employee’s total length of service as an employee of the District in contractual position.” The WEA seniority list is a district-wide list. Only current WEA members are on the list with their district seniority date in ranking order from the highest senior member at the top of the list and the lowest senior member at the bottom of the list. Every member holds only one seniority date and rank and that is their district-wide seniority. In other words, no one has separate and different seniority dates for length of service in a building and/or length of service in a particular position. Although there is one district-wide seniority list, each building has a seniority list of just the members in that building. However, their seniority dates and ranking order are the same as on the district-wide seniority list. The building list may change from year to year because someone leaves the building or enters the building in a subsequent year.

A member’s seniority date and rank are established on the first day he/she works in the district **using the facts on that day**. No two members can hold the same slot on the list. Thus, the following tie-breakers are used to separate everyone with the same date of the first day worked in the district:

1. First day worked in the most recent period of employment.
2. Date the most recent individual contract was signed.
3. Total index points at time the tie must be broken.
4. Undergraduate grade point average carried to two decimal places.
5. Undergraduate grade point average carried to as many decimal places as necessary to break the tie.

### *Example:*

Fifteen teachers all have the same date of their first day worked. Therefore they must be tie broken apart. One signed a contract on June 1, one on June 2, one on June 3, one on June 4 and one on June 5. They are tie broken and placed on the list in order of their signing dates in descending order from the earliest date to the most recent date. The next tie breaker does not get applied to them. The remaining ten signed their contracts on June 10. The next tie breaker must be applied to them which is their total index points as of their first day worked. One has a MA+15 on Step 2, one a MA on Step 1, one a BA+20 on Step 1, and one a BA on Step 1. They are tie broken and placed on the seniority list in descending order of their index points from the most to the least. The next tie breaker does not get applied to them. The remaining five have BA, Step 0. The next tie breaker must be applied to them which is undergraduate grade point average carried to two decimal places. One has a 3.85, one has a 3.75, and one has a 3.55. They are tie broken and placed on the list in order of their grade point average in descending order from the highest to the lowest. The last tie breaker does not get applied to them. The remaining two have a grade point average of 3.22. The next tie breaker of additional decimal places is applied to them. They both have a 3.235. So the next decimal place is applied. One has a 3.2357 and one has a 3.2355. The tie is broken, and they are placed on the list in the order of their grade point average carried to four decimal places from the highest to the lowest.

Once the member’s seniority and rank are established based on the facts at the time of the first day worked, it is “written in stone.” It will not change except for the following reasons:

continued...

1. If a person resigns and subsequently returns to the district, the time not employed shall be subtracted from the length of service.
2. If a person goes on a non-compensable leave of absence, other than up to 12 weeks of FMLA, the time on leave will be subtracted from the length of service.
3. If a person is laid-off, the time on lay-off will be subtracted from the length of service.

**It should be noted that if a person gets a higher degree such as an MA and changes lanes after his/her seniority is established, it will not change his/her seniority or ranking.**

Time on leave from the bargaining unit will be counted toward seniority service for the following exceptions:

1. Time on military leave.
2. Time on non-compensable FMLA leave up to 12 weeks.
3. Time on sick leave and the first 120 work days under Long Term Disability (LTD) coverage. Thereafter, while on LTD, the teacher's seniority accumulation will be frozen.
4. Administrators who were former WEA bargaining unit members and those newly hired administrators prior to August 1, 1986 who were not former WEA members will accrue seniority in the bargaining unit while an administrator. Newly hired administrators in the District as of August 1, 1986 who are not former bargaining unit members will not accrue seniority in the bargaining unit.

Seniority will be prorated for part-time teachers for the extent of their work schedule. Teachers will not accrue seniority for substitute work even if they were a former bargaining unit member and substitute while on lay-off.

Finally, the District provides the WEA with an updated District seniority list in December and June of each year. These lists are usually provided to the buildings.