MASTER AGREEMENT

Between

WATERVLIET EDUCATION SUPPORT PERSONNEL ASSOCIATION (WESPA)

And

WATERVLIET BOARD OF EDUCATION

2026-2027
2027-2028
2028-2029

WATERVLIET WESPA
and
THE WATERVLIET BOARD OF EDUCATION

The Agreement entered into this 14th day of July, 2026 by and between the Watervliet Education Support Personnel Association hereinafter called the "Union" and the Board of Education of the Watervliet Public Schools of Watervliet, Michigan, hereinafter called the "Board." This agreement shall be effective as of July 1, 2026, and shall continue in effect until June 30, 2029. This agreement shall not be extended orally and it is expressly understood that it will expire on the date indicated.

WITNESSETH:
WHEREAS, the Board and the Union recognize and declare that providing a quality education depends significantly upon the quality and morale of the teaching service, and

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representatives of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties following bargaining have reached certain understandings which they desire to honor,

In consideration of mutual covenant, it is hereby agreed to as follows:

ARTICLE I
PURPOSE AND INTENT

The purpose of this agreement is to set forth the wages, hours, and working conditions that shall prevail for the duration of this agreement and to promote orderly and peaceful labor relations for the mutual interest of the employer, the employees, and the union. The employer and the union for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this agreement.

ARTICLE II
RECOGNITION

A. Pursuant to the certification of representation issued by the Michigan Employment Relations Commission on May 27, 1993, in Case No. R93-D-102, the Employer hereby recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in the bargaining unit defined and described as follows:

ALL FULL-TIME AND REGULARLY SCHEDULED PART-TIME
(Part-time employees work a minimum of 20 Hours Per Week)
SECRETARIES, CUSTODIAL/MAINTENANCE AND AIDES/PARAPROFESSIONALS

Excluding supervisors, substitutes, Superintendent's Secretary, bookkeeper, and all other employees.

B. The term "employee," singular or plural, when used hereinafter in this Agreement, shall mean a member of the bargaining unit as defined hereinafter. Any reference to one gender shall include the other.

ARTICLE III
RIGHTS OF EMPLOYER

A. Except as modified by the terms of this contract, The Employer hereby retains and reserves unto itself the right and ability to exercise all of its inherent and legal rights, authority, powers, and responsibilities, including and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities and work of its employees;

2. Hire all employees and determine their qualifications and the conditions of their continued employment;

3. Promote, transfer, and assign all employees;

4. Determine the size of the workforce, positions of employment, and job descriptions and whether to expand or reduce the workforce and/or create, eliminate, or modify positions of employment;

5. Establish, continue, or revise policies and/or rules and regulations regarding the conduct of employees in the workplace, the manner and method of performing work, and the procedures for administering and accounting for employee attendance and utilization of the rights and benefits provided by the collective bargaining agreement. The Board shall provide the union notice regarding policy changes that affect the bargaining unit. The union within ten (10) days after receipt of such information may request an opportunity to discuss the impact of the policy changes and ensure said policy changes do not supersede this agreement without a letter of agreement. Thereafter, the policy shall be considered final.

6. For just cause, discharge, demote, and discipline any non-probationary employees;

7. Establish, modify, change, or cancel any work, business, or school schedules, hours, or days;

8. Determine the services, supplies, and equipment to conduct its operation, including the distribution thereof, determine the standards of operation and performance, and determine the means, method, and processes of performing and/or accomplishing the work to be done including the assignment and distribution of tasks and work among the workforce of the school district and the contracting with any other person or business entity;

9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, and divisions, thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations, and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

B. The exercise of the foregoing rights, authority, powers, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in the connection therewith shall be limited only by the specific and express terms of this agreement and to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

C. The express inclusion of an affirmative statement or delineation of any specific rights of the Employer anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Employer not so mentioned and hereby retained by the Employer.

ARTICLE IV
ASSOCIATION RIGHTS

A. Use of School Facilities The Association and its members shall have the privilege of using school facilities for official meetings providing there is no opening/closing cost to the District. The Association agrees to abide by the Board Building Use Policy in effect as of the beginning date of this contract and to assume all costs associated with the use. The Association shall have the right to use school equipment to assist in carrying out Association business. Such equipment shall include typewriters, computers, copy machines, FAX machines, telephones, and audiovisual equipment.

B. Public Information The Board agrees to make available to the Association on request any and all information which it makes available to the public and that information which is related to or necessary for contract bargaining and administration or for the proper processing of grievances or complaints. The Association President will be on the mailing list for that information in the Board packet which is public information.

C. Posting and Notices The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided and designated as such in each building.

D. Interschool Mail The Association may use the school's internal mail delivery system and teacher mailboxes for communications to employees so long as all communications are clearly identified as emanating from the Association. Any communication counseling action contrary to law shall result in the termination of this privilege.

E. Leave days not to exceed five (5) per year shall be available to the Association for MEA workshops and meetings. Requests for such days shall be made with the superintendent by the Association president at least five (5) days in advance. The Association shall reimburse the District for substitute costs and retirement when a substitute is hired to replace an absent employee.

ARTICLE V

A. The Employer agrees that they will deduct (checkoff) from the wages of employees and transmit appropriate remittances to the Credit Union or other authorized entities. Proper written authorization from the employee must be presented before deductions are made. New or changed deductions shall become effective in the first pay period of the month following the presentation of a signed authorization.

1. Any program for deductions must have a minimum of five (5) participants from the district to be established or remain in effect.
2. Any initial deduction or change in deduction must be delivered to the payroll office seven (7) days prior to the affected payday.
3. The Employer shall be held harmless against any and all claims, demands, costs, suits, or other forms of liability arising out of such payroll deductions.

B. With the first paycheck for the school year, the employer must provide a detailed description of total compensation and deductions of an itemized statement to be included with the paycheck.

ARTICLE VI
SENIORITY

A. Seniority shall be defined as the length of an employee's continuous and uninterrupted service in the bargaining unit from the employee's most recent date of hire. Time spent on layoff or unpaid leave of absence shall not accumulate as service time for seniority but shall not constitute a break in continuous employment. Seniority is not cumulative among classifications and may be exercised only within the classification in which it is accumulated. Movement from one classification to another shall not terminate the seniority the employee has accumulated in any other classifications previously, provided there has been no break in continuous employment. Part-time employees working less than six (6) hours per day shall have their service time prorated for the purpose of determining seniority.

B. The classifications of the bargaining unit are as follows:

1. Secretarial/Clerical employees.
2. Paraprofessional/Aide employees.
3. Custodial Maintenance employees.

C. A newly hired employee shall be on probationary status for sixty (60) work days, taken from and including the first day of employment. At any time prior to the completion of the sixty (60) day work days probationary period, the employee may be dismissed with or without cause or notice without appeal by the employee or the Union. If an employee is absent from work, the employee's probationary period shall be extended for such days.

Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first working day. At that time, the employee's name shall be entered on the seniority list. Probationary employees shall not be eligible for any fringe benefits until completion of their probationary period.

D. The Employer shall prepare and maintain a seniority list showing the length of service of each employee within the respective classifications of the bargaining unit. A copy of the seniority list shall be furnished to the Union on the first Monday in December and the list shall be posted by the union on the designated employee bulletin boards for ten (10) work days. The Union may object to the list while it is posted for the ten (10) work days. Thereafter, the list shall be final and conclusive. In the event more than one employee has the same length of service in a classification, seniority ranking shall be determined by ranking those employees in order of the highest four-digit numbers taken from the last four digits of each employee's social security number.

1. A list will be maintained for each of the three classification groupings (aides, custodians, secretaries). A fourth list, the District seniority list, shall provide the seniority date(s) for each employee by classification(s) currently held or previously held.

2. The date of hire into the bargaining unit shall be the date reflected on the seniority list(s). Work as a substitute does not provide credit toward seniority.

3. An employee holding multiple positions within the district shall have his/her name placed on each classification list which reflects the assignment split.

4. Classification seniority is frozen if an employee moves to another classification.

E. Seniority shall be lost by an employee upon termination, failure to return from leave, not recalled within one year of layoff, or resignation. Any person previously employed and rehired after having terminated his/her employment shall begin as a new hire from his/her most recent date of hire and shall not retain any seniority from his/her previous employment with the Employer. An employee who accepts a non-bargaining unit position with the Employer shall retain the right to exercise all seniority earned in the classifications of the bargaining unit for return to a bargaining unit position and the period of service in the supervisory position shall not constitute a break in continuous employment and shall not accumulate as service time.

ARTICLE VII
JOB SECURITY

A. The Employer may decide to eliminate positions or reduce the hours of any position beyond normal attrition. The foregoing notwithstanding, the Employer shall only reduce hours and or wages of bargaining unit members upon a showing of financial necessity, reordering of district priorities, or a decrease in student enrollment.

B. When a reduction of the workforce or hours is decided upon by the Employer, probationary employees within a classification shall be subject to layoff or reduction of hours prior to non-probationary employees in that classification. Further layoffs or reduction in hours shall be in the order of least senior in that classification, provided the seniority employee is qualified as determined by the minimum requirements of the job description. New employees shall not be hired while any bargaining members within that classification are laid off.

C. The employee subject to layoff may replace the least senior person at the current or any previously held classification. The employee subject to layoff shall not be required to replace a person whose hours are not comparable. If another employee has comparable hours, the laid-off employee may exercise his/her seniority to replace a person who has less seniority.

D. When positions become available in a classification, employees who have been laid off from that classification shall be recalled based upon seniority within the classification from which they were laid off, provided the seniority employee is qualified as determined by the minimum requirements in the job description. Recall rights to a

position shall terminate 1 year from the date of layoff from the classification.

E. Employees to be laid off or recalled will be given at least thirty (30) calendar days' notice of layoff or recall. Such notice shall be mailed to the employee's last known address by registered or certified mail.

F. A laid-off employee shall, upon application, be granted priority status on the substitute list according to his/her seniority in a classification. Laid-off employees may continue their health, dental, and vision insurance benefits by paying the regular subscriber rate in accordance with the Consolidated Omnibus Benefits Reconciliation Act (COBRA).

ARTICLE VIII
VACANCIES

A. A vacancy shall be defined as a newly created or unoccupied position in the bargaining unit to be filled when there is no employee who can claim the position by return from leave of absence or by recall from layoff. When a vacancy occurs, internal staff adjustments may be made before posting. The Employer shall determine when a position is to be created, continued, suspended, or eliminated. A vacancy in a bargaining unit position shall be filled with a temporary employee for no longer than sixty (60) work days unless extenuating circumstances exist that would necessitate the Board to do otherwise. In such cases, the president of the Association shall be notified in a timely manner.

B. All vacancies shall be posted no later than ten (10) work days after they occur on the bulletin board provided in each building for a period of at least seven (7) calendar days for the application of internal and external applicants prior to making a decision upon the position. The Employer's decision regarding the position is final and subject to the terms of Paragraph E below. The Union president shall be provided notice of vacancies occurring during the summer months.

C. Postings shall minimally contain the following:

1. Type of Work
2. Location
3. Starting Date
4. Rate of Pay
5. Classification
6. Hours
7. Minimum Requirements

D. If an employee assumes the full-time duties of another bargaining unit member in a different classification for two or more consecutive days, the employee shall be paid at the higher rate of pay between the positions.

E. In filling a vacancy, the employer will give first consideration to bargaining unit members, with regard to qualifications, skills, and knowledge to be successful in the position, before considering external candidates. Notification will be given to the WESPA President when considering external candidates. In determining whether an applicant is qualified, the Employer shall consider the qualifications listed in the job description, length of service with the district, skill, education, background, attendance, and attainments of the applicant.

When two (2) or more bargaining unit members are equally qualified and are considered the most qualified candidates to fill the vacancy, the most senior member within the classification will be hired.

F When an involuntary transfer is to be made, the Employer shall consider the skill, qualifications, education, background, attendance, attainments, and length of service with the district.

G No transferred employee shall be placed at the probationary rate. An employee changing to a higher paying position will not receive a lesser hourly rate than what they had formerly been receiving.

H Paraprofessionals deemed Highly Qualified by NCLB will not have to take a district-mandated norm-referenced test in basic language arts and mathematic skills to demonstrate proficiency when transferring to another paraprofessional position within the district.

I. Paraprofessionals may be asked to substitute teach if they are properly qualified. If a qualified paraprofessional is asked to substitute when a teacher is absent and a substitute cannot be contracted by the district, the substitute paraprofessional will be paid the substitute teacher rate based on the prorated hours of coverage in lieu of their regular rate.

ARTICLE IX
EVALUATION

A. The Employer may conduct formal written evaluations of employee performance. Should the Employer conduct written evaluations of employees, employees shall be informed of the procedure and criteria to be used prior to any evaluation being conducted. At the beginning of the school year, an employee will be notified of the criteria upon which he or she shall be evaluated. A committee consisting of WESPA and administrative personnel will be formed if there is a need to review and/or redevelop the existing employee evaluation instrument which will be consistent with the employee job description referenced in Article XIX, A. This committee shall be composed of an equal number of WESPA members and administrative personnel, with each group appointing its representatives to the committee.

B. The employee shall be provided a copy of any written evaluation and shall sign the evaluation acknowledging receipt of a copy of the document and does not constitute an agreement with the evaluation.

C. Within 10 work days of completing the evaluation the employer shall hold a conference with the employee to discuss the contents of the evaluation and provide the employee an opportunity to discuss its content. The employee may attach a written rebuttal within 10 days of such an evaluation. All annual evaluations must be completed by the end of the employee's work year or the end of the fiscal year for year-round employees.

ARTICLE X
GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the expressed terms of this contract. An employee whose name does not appear on the seniority list shall have no rights to the grievance procedure. Any alleged grievance that arose while the employee was in his probation period may not be processed as a grievance after the employee completes his probationary period.

B. The Union shall designate one steward per classification to handle grievances when requested by the grievant.

C. Under this article, the term "days" as used herein shall mean work days.

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or subsection of this contract alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. Step One - An employee believing himself wronged by an alleged violation of the express provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with his or her supervisor in an attempt to resolve same. If no resolution is obtained within five (5) days of the discussion, an employee shall reduce the grievance to writing and proceed within five (5) days to Step Two.

F. Step Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Step One with the endorsement thereon of the approval or disapproval of the Union. Within five (5) days of the receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or steward. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, and the Union shall retain a copy in their office.

G. Step Three - Arbitration - Individual grievants shall not have the right to process grievances at Step three. If satisfactory disposition of the grievance(s) is not made as a result of Step Two, the Union shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be made within twenty (20) days from the date of receipt of the decision at Step Two.

H. Powers of the Arbitrator. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish salary scales.
3. The arbitrator shall have no power to rule on any of the following:
   a. The termination of services of any probationary employee.
   b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.

4. The arbitrator shall have no power to change any practice, policy or rule of the Employer nor to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Employer permitted under the terms of this Agreement. The arbitrator's power shall be limited to deciding whether the Employer has violated the expressed articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Employer from this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.

5. The arbitrator shall have no power to decide any questions which, under this Agreement, is within the responsibility of the Employer to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of the Employer and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

6. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the Employer.

7. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

I. Claim for Back Pay. The employer shall not be required to pay back wages accrued more than twenty-five (25) days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay.
2. No decision, in any one case shall require a retroactive wage adjustment in any other case.

J. Failure of the employee or the Union to appeal a grievance to the next level of the procedure within the time limits specified shall be deemed a withdrawal of the grievance and acceptance of any response provided by the Employer. Failure of any representative of the Employer to respond at any level within the timelines specified shall enable the Union to appeal to the next level of the grievance procedure within the designated timelines.

K. Grievances involving the discharge of an employee shall be initiated at Step Two of the procedure by filing a written grievance with the Superintendent or designated representative.

L. The content of any job description shall not be a subject of grievance. The qualifications, certifications, and/or licenses required for any position shall not be a subject of grievance. The performance expectations established for any position shall not be a subject for grievance but shall be in conformity with the job description. Evaluations may only be grieved up to the Superintendent level.

ARTICLE XI
WORK YEAR

A. Full-year employees shall be scheduled for fifty-two (52) weeks per year excluding vacations and holidays. Partial-year employees are those employees who work less than a full year and generally follow the school calendar. The number of days normally worked by each employee class is shown in Appendix A.

B. The work week for all bargaining unit members shall consist of a full week, Monday through Friday, except as may be interrupted by a paid holiday, paid or unpaid leave, or other break pursuant to this Agreement.

C. An employee's hours and work calendar shall be established by July 15th of each year and shall not be changed during that year without ten (10) work days prior notice to the employee and the Association.

D. Employees who work a minimum of six (6) hours per day shall have a one-half (1/2) hour duty-free, unpaid, and uninterrupted lunch/dinner break. Lunch/dinner periods shall generally be scheduled mid-shift.

E. If an employee is required to be called in for an emergency, the employee will be paid a minimum of two (2) hours. Overtime on Sundays or Holidays will be paid at double rate.

F. Employees will be eligible for one paid fifteen (15) minute break for each three (3) hours worked. The scheduling of the break shall be done by mutual agreement of the employee and supervisor and generally mid-point of the three (3) hours.

G. Overtime pay shall be compensated at one and one half (1 1/2) times the regular hourly rate for all hours physically worked over a forty (40) hour work week or an eight (8) hour day in the same classification. Paid holidays, paid leave days, and school closure days (snow days) shall not be considered "hours worked" for the purpose of calculating overtime. In lieu of overtime pay, the employee, with the supervisor's agreement, may take compensatory time in accordance with the Compensatory Time Plan. The Compensatory Time Plan is outlined in Appendix B. All overtime and Compensatory Time shall be subject to prior approval by the employee's supervisor. In addition, if an employee is scheduled to work additional hours directly related to graduation prep and graduation, they will receive 8 hours of compensatory time.

H. Overtime shall be assigned on a seniority, rotating basis within a building and within a classification. Overtime shall be assigned to bargaining unit members before substitutes except when bargaining unit members are using vacation or other leave days in which case the administration shall have the right to use substitutes. However, nothing shall prevent voluntarily substituting for each other in overtime situations regardless of building assignment.

ARTICLE XII
VACATIONS

A. Vacation Days: Full-year, full-time employees shall be entitled to compensated vacation time according to the following schedule:

Five (5) days in the first year
Ten (10) days in the second year
Fifteen (15) days in the third year and beyond

Employees shall be eligible for vacation leave after completion of sixty (60)

probationary work days.

B. Vacation Scheduling: Vacation time may be taken at a mutually agreed upon time by the employee and his/her supervisor. Except in cases of emergencies, vacations shall be scheduled fifteen (15) work days prior to the anticipated vacation date. The fifteen (15) work days prior notice may be waived by the supervisor at his or her discretion. Vacation requests will be honored on a first-request basis. If similar time frame requests are made at the same time, the request by the most senior employee will be honored first.

C. Vacation Accumulation: Each eligible employee shall have the option of carrying forward to the following year up to ten (10) days of unused vacation time. Total current and accumulated vacation eligibility, however, shall not exceed twenty (20) days in any one (1) year. Vacation time not used within the period of eligibility will not be compensated.

D. Vacation Pay: Vacation pay shall be calculated as a sum equal to the current hourly rate of the employee times the number of regularly scheduled hours up to a maximum of forty (40) hours.

ARTICLE XIII
PAID HOLIDAYS

A. Full-year employees will receive the following paid holidays: July Fourth and the day before or after (2); Labor Day (1); Thanksgiving Day and the day after (2); Christmas Day and the day before or after (2); New Year's Day and the day before (2); Good Friday (1) (If school is in session, mutually develop alternate date); Memorial Day (1); and Juneteenth (1 - flex time to be scheduled with supervisor). Total of twelve (12) days.

B. Partial-year employees will receive the following paid holidays: Labor Day (1); Thanksgiving Day and the day after (2); Christmas Day and the day before or after (2); New Year's Day and the day before (2); Good Friday (1) (If school is in session, mutually develop alternate date); Memorial Day (1); and Juneteenth (1)(If scheduled in the regular work calendar). Total of nine (10) days.

C. In order to be eligible for holiday pay, an employee must work or be on an excused absence the last regularly scheduled day prior to and the first regularly scheduled day after such holiday.

D. If one of the listed holidays falls on a Saturday, the paid holiday will be on Friday. If one of the listed holidays falls on a Sunday, the paid holiday will be on Monday. If an employee is sick on either the Friday preceding a Saturday holiday, or on a Monday following a Sunday holiday, and the employee provides signed documentation from a licensed physician of the illness, the employee will have the sick leave day added back

upon approval from the Superintendent.

E. The parties will mutually agree on the sequence of days to be used as holidays when the holiday falls between Monday and Friday. If the parties cannot agree, the administration will stipulate.

F. The District agrees that if the District calendar is changed, during the school year, in such a manner as work days provided in the Master Agreement are lost to an employee, the District will compensate those employees for the time lost.

ARTICLE XIV
GENERAL WORKING CONDITIONS

A. An employee shall not be disciplined or reprimanded without just cause. Any corrective action taken against such an employee shall be done away from public view. Information forming the basis for disciplinary action shall be made available to the employee.

B. The Board and Association subscribe to a policy of progressive corrective discipline which minimally includes oral warning, written reprimand, suspension with or without pay, and discharge. Any disciplinary action taken against a non-probationary employee shall be appropriate to the behavior which precipitates said action and may result in omitting steps of progressive discipline.

C. Prior to any warning, reprimand, or disciplinary action, an employee shall be so notified and shall be entitled, upon request, to have a representative from the Association present. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present provided there is not an undue delay.

D. All adverse materials, including complaints and letters of reprimand, that may be used in evaluating an employee and evaluations shall be placed in the employee's personnel file. The employee shall sign such documents signifying knowledge, but not necessarily agreement with the contents of such documents. If the employee so desires, he/she may attach a written rebuttal to such documents.

E. An employee who administers medication to a student shall do so in accordance with state law and School Board Policy, consistent with a physician's instructions. The employee shall be covered by the employer's general liability insurance provided the employee's actions were not grossly negligent nor constitute willful or wanton misconduct.

F. Bargaining unit members shall be required to provide school routine health services to students, as are appropriate to the age, sex, maturity, and health of the students. Unit members who shall provide special health services permitted under the Individuals with

Disabilities Education Act (IDEA) shall be given appropriate training and supervision by a medical professional. The special health services shall be appropriate to the age, sex, maturity, and health of the student. Volunteers from the bargaining unit shall be sought before such duty is assigned. The unit member who performs such procedures shall be covered by the District's liability insurance.

ARTICLE XV
SICK LEAVE

A. Sick leave shall accrue at the rate of one (1) day equivalent to the employee's regularly scheduled hours per month worked, to a maximum of twelve (12) days per year after completion of the probationary period. Employees may accumulate up to a maximum of 180 days of sick leave. Upon retirement, the Board will compensate the employees who have worked for the District for a minimum of five (5) years at $50 per day for all unused sick leave.

B. Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

1. Acute personal illness or incapacity in which the employee has no reasonable control.

2. To care for serious illness of a spouse, natural or adopted child, parent, or parent-in-law, grandparent, or grandchild.

3. Sick leave for medical or dental extractions shall be scheduled at the end of the school day or before the start of the day wherever possible. If a substitute is required for coverage, the employee will utilize said leave in one (1) hour increments.

4. Sick leave will be authorized when an employee is taken ill on the job.

5. Eight total days may be used, from accumulated sick leave, each contract year, for bereavement. Additional leave under this clause may be granted by the Superintendent. Verification of funeral attendance may be requested by Administation.

C. A sick day shall be construed to be one regular duty day, the number of hours regularly scheduled.

D. An employee who is sick shall notify the supervisor the night before, if possible, but no later than one hour before the employee's reporting time. The employee shall also notify the supervisor of the day he/she is sick and whether he/she intends to work the next day.

E. The Employer may demand proof of illness or medical clearance to return to work.

F. An employee may be granted up to twelve (12) weeks unpaid leave in accordance with the Federal Family and Medical Leave Act. (FMLA). If the employee is on a reduced schedule or intermittent schedule, the Employer may transfer the employee to maintain efficiency. The Employer may require the employee to provide medical verification of the employee's or family member's illness, pursuant to FMLA. The Employer shall continue all health benefits for up to twelve (12) weeks for those employees receiving such benefits. If the employee fails to voluntarily return from leave at its expiration, the Board shall have the right to recover all premium payments within ten (10) days after completion of the twelve (12) weeks of leave. This provision shall be administered consistent with the Federal Family and Medical Leave Act.

ARTICLE XVI
UNPAID LEAVE

A. An employee may be granted up to one hundred eighty (180) work days leave without pay at the discretion of the Board. During such leave, any fringe benefits or any other such benefits provided by the Board shall not accrue to the employee except as required by law

ARTICLE XVII
PAID LEAVE

A. Employees shall be granted three (3) days per year for the purpose of conducting personal business that cannot be handled outside of school hours, such as the performance of business obligations and meeting family emergencies, or for attending child or grandchild performances, academic assemblies, or field trips. These days shall accumulate to a maximum of six (6). Such days shall not be used in any number greater than two (2) at one time except with the specific written approval of the administration. Any such days in excess of three (3) at the end of any contract year shall be added to sick leave accumulation.

B. Requests for personal business days shall be submitted in writing to the immediate supervisor as far in advance as possible of the required date for leave but in all cases at least forty-eight (48) hours prior.

C. Personal business days shall not be used for rendering service to or working for any other party either with or without pay.

D. Paid leave may not be used to extend a holiday or scheduled break except with the written approval of the Superintendent.

ARTICLE XVIII
SCHOOL CLOSING

A. From time to time, the District must close school due to inclement weather, fires, epidemics, or other circumstances outside of District control.

B. On such days, Secretaries and Paraprofessionals may be required to report. If so required, they will be paid for their regularly scheduled hours. Consideration of report and leave time will be based on weather or other safety conditions. Notification to report must be made prior to 6:00 a.m. on the day of cancellation.

C. If the District does not require Secretaries or Paraprofessionals to report, the district will pay a regular per diem for each day closed up to the allowed closure days under the State Aid Act. Secretaries or Paraprofessionals shall only be granted an additional sick day for working on such days if they are specifically directed to report and their work is approved in advance by a building or district administrator.

D. Should a closing require the scheduling of additional pupil days of instruction, due to past closures exceeding the allowed days under the State Aid Act, the days will be made up in the order listed and Secretaries or Paraprofessionals will be required to attend work for the additional days.

ARTICLE XIX
MISCELLANEOUS

A. Any changes in the job description shall be jointly developed by representation of the Employer and Union.

B. The Employer or its representative will post extra duty positions that are compensated via email and on the designated bulletin board in each building. Bargaining Unit members shall have the opportunity to apply for such duties in a timely fashion and be given due consideration for being selected for such duties. This provision shall not be subject to the grievance procedure.

C. Bargaining unit members, with the approval of the administration, shall be allowed to attend in-service training. Such training opportunities shall be fully paid by the Employer, and each employee shall be given his/her regular rate of pay for the hours of the in-service.

D. WESPA members serving in board-approved extracurricular positions will be compensated at the WEA rate.

E. All employees are governed by policies approved by the Board of Education. Board Policies can be accessed at https://go.boarddocs.com/mi/water/Board.nsf/Public?open&id=policies

ARTICLE XX
SALARY SCHEDULE

Notwithstanding any other provision of this Agreement, the parties agree that wages shall be reopened for negotiation for the 2027-2028 and 2028-2029 school years. The reopener shall be limited to Article XX (Salary Schedule) and shall not permit the reopening of any other article, appendix, benefit, term, or condition of employment contained in this Agreement.

Partial-year employees shall give affirmative consent to withhold pay and prorate throughout the calendar year, based on the total number of scheduled pay periods for the district in a given year.

		26-27	27-28	28-29
SECRETARY				
	FIRST YEAR	$ 20.66	TBD	TBD
	SECOND YEAR	$ 22.88	TBD	TBD
	THIRD YEAR & AFTER	$ 24.12	TBD	TBD
PARAPROFESSIONAL				
	FIRST YEAR	$ 17.08	TBD	TBD
	SECOND YEAR	$ 17.57	TBD	TBD
	THIRD YEAR	$ 18.05	TBD	TBD
	FOURTH YEAR & AFTER	$ 19.38	TBD	TBD
PARAPROFESSIONAL				
60+ CREDITS	FIRST YEAR	$ 18.24	TBD	TBD
	SECOND YEAR	$ 18.76	TBD	TBD
	THIRD YEAR	$ 19.22	TBD	TBD
	FOURTH YEAR & AFTER	$ 20.55	TBD	TBD
CUSTODIAN - BUILDING				
	FIRST YEAR	$ 25.47	TBD	TBD
	SECOND YEAR	$ 27.47	TBD	TBD
	THIRD YEAR & AFTER	$ 28.60	TBD	TBD
CUSTODIAL - HELPER				
	FIRST YEAR	$ 17.54	TBD	TBD
	SECOND YEAR	$ 19.71	TBD	TBD
	THIRD YEAR & AFTER	$ 20.58	TBD	TBD

Longevity Scale:

For employees who have worked for the district for 10+ years the following longevity will be awarded in a lump sum payment annually in the last pay of the fiscal year:

10-14: $350
15-19: $475
20-24: $550
25-29: $800
30+: $1,000

ARTICLE XXI
INSURANCE

A. Eligible Classifications for District-Paid Insurance The District is a member of the Berrien County Insurance Consortium as provided by the health insurance carrier MESSA. Medical and ancillary insurance (dental, vision, life, and LTD) products and benefit plans made available through the Consortium shall replace those previously in effect for eligible bargaining unit members.

For eligible full-time, full-year employees (working 30 or more hours per week) in the classifications of Secretary, Custodian, and Custodial Helper, the Board shall pay state-defined Hard Cap figures on a monthly basis toward medical benefit plan costs.

B. Paraprofessionals are not eligible for any District-paid insurance premiums, ancillary benefits, or the cash-in-lieu payment option. Paraprofessionals scheduled for thirty (30) or more hours per week may elect to participate in the medical and ancillary insurance plans offered through the Berrien County Insurance Consortium; however, such participation is contingent upon the employee paying one hundred percent (100%) of the total premium cost through authorized payroll deduction.

C. WAY High School Secretary/Paraprofessional Notwithstanding the exclusion in Section B, the WAY High School Secretary/Paraprofessional hybrid position (which consists of 75% secretarial duties) remains entitled to all District-paid benefits prescribed in this Article.

D. Administration and Enrollment

1. Open Enrollment: Selection of health care options through the Consortium will be held from November 1 to November 20 each year for a January 1 implementation.
2. Ancillary Requirements: All employees in the classifications listed in Section A who are eligible for District-paid medical insurance or the cash-in-lieu option must purchase dental and vision insurance at a cost of 50% employee-paid.

3. Consortium Duration: The commitment to participate in the Berrien County Insurance Consortium remains in effect through December 31, 2028, and the terms of the Consortium Letter of Agreement (LOA) shall supersede any conflicting or contrary terms of this Master Agreement.

E. Cash-in Lieu: During the life of this contract, employees in eligible classifications who are eligible for but elect not to use the medical insurance benefit will be given a flat cash-in-lieu payment of two hundred seventy-five dollars ($275.00) per month, paid in equal monthly installments. Available options that may be purchased by employees electing the cash-in-lieu option are:

1. Long-Term Disability
2. Short-Term Disability
3. Life Insurance ($10,000 Maximum)
4. Tax-sheltered annuity (403b)

All employees eligible for insurance or cash in lieu must purchase dental and vision insurance at a cost of 50% employee-paid

Appendix A

TYPICAL NUMBER OF DAYS WORKED

Employee Classification	Role	Normal Work Days Per Year
Full-year Employees		
Custodial/Maintenance	Custodial	260
	Maintenance	260
	Custodial Helpers	260
Partial-year Employees		
Secretarial	Building Secretaries	215
Paraprofessional	Classroom Paraprofessional	180*

*: Number of days is set to match the number of student days in the annual school calendar and may vary.

APPENDIX B
COMPENSATORY TIME PLAN

Compensatory Time applies to all Support Staff covered under this master agreement:

Secretaries
Custodial/Maintenances
Aides/Paraprofessionals

Policy: The district may provide compensatory time at a time-and-one-half rate in lieu of overtime pay for employees under the FLSA and with contractual rights to time-and-one-half overtime payment in certain circumstances. Documentation of said compensatory leave or overtime will be recorded in the district's financial information system using the proper coding.

Combination time: A combination of overtime and compensatory leave may be used. Supervisors shall not attempt to influence employee choice. If an employee works, for example, 44 hours in a workweek, it is permissible for two of the hours to be earned as time-and-a-half overtime and two of the hours to be earned as time-and-a-half compensatory time.

Cap on time: An employee can accrue up to a maximum of 120 hours of compensatory leave. Any hours worked over 80 hours (which amounts to 120 hours of compensatory time, earned at a time-an-a-half rate) must be paid.

Using compensatory leave: Employees must request to take any earned compensatory leave by giving his/her supervisory 24 hrs. (when possible) notice and the request should be granted by the supervisor as long as there is no undue disruption to the work. Employees may not be compelled to use compensatory leave in lieu of overtime pay.

Compensatory leave payout: Employees terminating employment with Watervliet Public Schools or moving from support staff positions to instructional or administrative positions will be paid for any unused compensatory leave prior to the change in employment status. Any unused compensatory leave will automatically be paid to the employee at the end of the fiscal year (currently June 30) in the second pay in June in each year of this Master Agreement.

APPENDIX C
SIGNATURE PAGE

This agreement shall terminate upon expiration on June 30, 2029.

Watervliet Public Schools

Signature

Craig Thornton / Superintendent
Print Name / Title

07/21/2026
Date

Watervliet Education Support Personnel Association (WESPA)

Signature

Jessica Tyler/Representative
Print Name / Title

8/3/26
Date