AGREEMENT

Board of Education of Western School District of Jackson County

Western Education Support Staff Union

ARTICLE I. RECOGNITION AND DUES CHECK-OFF

A. All Secretaries, Media Techs, Media Specialists, Playground Coordinators, Teacher/Principal Paraprofessionals, Health Care Paraprofessionals and Records Clerks, but excluding Benefits Coordinator, Payroll Coordinator, Accounts Payable Coordinator and Superintendent's Secretary, day-to-day substitutes and supervisors, whether federally or locally paid by the Western School District, shall be covered by this Agreement. Such limitations shall not apply to Western students or Western high school graduates enrolled in college working in the Western School District. The term "employee," when used hereafter in this Agreement, shall refer to all employees so mentioned above, or any employee represented by the Western Educational Support Staff Union. The term "Union," when used hereafter in this Agreement, shall refer to the Western Educational Support Staff Union (WESSU).

B. The Board hereby recognizes the Union as the sole and exclusive bargaining representative for those employees in Article I., Paragraph A, as defined in Section II of Act 379, Public Acts of 1965, for all employees.

C. The Board agrees not to negotiate with any employee organizations, as defined in Article I, Paragraph A, other than the Union for the duration of this Agreement.

ARTICLE II. NEGOTIATION PROCEDURES AND CONTRACT ADMINISTRATION

A. This Agreement may be extended by mutual, written consent of both parties.

B. Both parties agree to enter into negotiations on a new agreement on wages, hours, and other conditions of employment at least thirty (30) and not more than sixty (60) days, prior to the expiration of this Agreement.

C. This Agreement shall constitute the full and complete commitments between both parties and may be altered only through the voluntary, mutual consent of both parties, in writing, and as a signed amendment to this Agreement.

ARTICLE III. BOARD RIGHTS

A. It is expressly agreed that all rights which are by law vested in the Western Board of Education, except those items which are clearly and expressly relinquished within this Agreement, are retained by the Western Board of Education. These rights include, but are not limited to, managing and controlling of the Western Board's business, its equipment, its operations and to direct the working forces and affairs of the Western School District.

ARTICLE IV. UNION RIGHTS

A. The Union shall have the right to use for meetings and Union business, school building facilities and equipment, including typewriters, other duplicating equipment, computers, facsimile machines, calculating machines, etc., at reasonable times when such facilities and equipment are not otherwise in use after regular school hours. The Union shall be responsible for such equipment and shall pay for actual costs of all labor, materials and supplies incidental to such use.

B. The private life of an employee is his/her own affair unless his/her conduct should adversely affect his/her relationship with students or the discharge of his/her responsibilities.

C. Four (4) days of release time will be granted by the Superintendent to the President of WESSU or his/her designee to carry out Union business. If a substitute is necessary, the Union will reimburse the Board for the wages of the substitute, which shall be at the base rate for that classification.

D. The parties agree that there shall be no discrimination against any employee with respect to hours, wages, or any conditions of employment by reason of his/her membership in the Union, his/her participation in the activities of the Union or collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceedings under the terms of this Agreement.

E. The Board and the Western Educational Support Staff Union mutually agree to make available to the other, upon request, any and all available information, statistics, and records relevant to negotiations or necessary for the proper enforcement of this Agreement. Nothing contained in this section shall be construed to require that the Board provide such information in any form other than it would normally be provided to the Board of Education, nor shall the Western Educational Support Staff Union be required to provide such information in any form other than would normally be provided to its executive Board.

ARTICLE V. MEMBERSHIP

A. Employees have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. No one shall exert pressure or discriminate against an employee as regards such matters.

   1. Upon completion of a thirty (30) day probationary period, new employees may join the Union and begin paying dues.

   2. Payments are remitted to the WESSU treasurer.

ARTICLE VI. EMPLOYEE RIGHTS AND PROTECTION

A. A joint committee representing the Union (Executive Council) and the Board shall meet upon written requests of either party for the purpose of reviewing the administration of this Agreement and to resolve problems that may result from the Agreement or other items of concern to WESSU or the Board.

   1. The Committee shall be composed of up to three (3) representatives each; i.e., of the Board and the Western Educational Support Staff Union.

   2. Each party shall submit to the other at least one (1) week in advance, when possible, an agenda covering what they wish to discuss.

   3. Should such a meeting result in a mutually acceptable amendment to this Agreement, the amendment shall then be subject to ratification by the Board and WESSU. This Executive Council shall be empowered to effect relief to resolve special problems pending ratification.

B. Any case of criminal assault upon an employee, as a result of employment, shall be promptly reported to the police by the Board or its designee. The Board shall provide legal advice by its counsel, upon request, to acquaint the employee with his/her rights and obligations with respect to such assault.

C. Time lost by an employee in connection with any incident related to Section B (above) shall be charged to Worker's Compensation. The Board shall make up any difference in lost take home pay from that paid by Workers' Compensation for a period of up to ninety (90) working days.

D. Any complaint by a parent of a student directed toward an employee which relates to an employee who was performing his/her duties in the district and which is to be made a part of the employee's personnel file or a matter of written record, the employee shall be promptly notified and may submit a written statement to be attached to and filed with the original complaint.

E. Employees are expected to comply with reasonable rules, regulations, and policies adopted by the Board or its representatives which are not inconsistent with the

provisions of this Agreement. It is understood that an employee may refuse to carry out an order which threatens physical well-being or safety as defined or covered by M.I.O.S.H.A.

F. No non-probationary employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such discipline, reprimand, reduction in rank, or compensation by the Board or its representative thereof, shall be done in privacy, except that either or both parties may request an official representative of the Board or the Union to be present. Parties must advise of plans to have representation in advance of such action. All information forming the basis for disciplinary action will be available to the employee.

G. Disciplining and punishment of a student is the responsibility of the professionally trained staff. In the event of student disturbance, which may result in injury to another person or damage to property, members of the Union are expected to take only such action as any reasonable and prudent adult would take. It is understood that a reasonable and prudent adult would not attempt to use physical force in jeopardy to himself/herself.

H. Employees shall be provided a "lockable area" to place personal belongings in during the day.

I. Employees shall have the right, upon request, to review the contents of their own personnel file. A representative of the Union may, at the employee's request, accompany the employee in this review. A written statement for inclusion in the personnel files may then be made by the employee in regard to materials that were not signed by the employee. The review shall be made in the presence of the Superintendent or his/her designee. Privileged information which is specifically exempted from review shall include such confidential credentials and related personal references normally sought at the time of employment.

J. Employees believing that material contained in their personnel file is false or incorrect may, at their option, register a complaint through the grievance procedure to have said material corrected or expunged from their file.

K. Any warning or reprimand in an employee's personnel file which does not relate to a recurring incident within a three (3) year period from the date of warning or reprimand may be removed from the file at the written request of the employee and by mutual agreement between the employee and the District. An employee has the right to attach verbiage to any document contained in his/her personnel file.

L. The Board, in recognition of the concept of progressive correction, shall notify the employee in writing of alleged deficiencies, indicate expected corrections, and indicate a reasonable period for correction. Assistance, if mutually agreed upon, will be given to help alleviate the deficiency. The Board agrees progressive discipline normally includes

verbal warning, written warning, reprimand, suspension with pay, suspension without pay, with discharge as a final and last resort. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated said action. Any of these steps may be eliminated if the situation warrants it. Alleged breaches of discipline shall be promptly reported to the employee.

M. Employees whose normal personal property is damaged in an assault on his/her person arising out of and in the cause of his/her employment may apply for reimbursement of costs, repairs, or replacement. If an item is damaged beyond repair, actual value at the time of damage will be reimbursed.

Items such as eye glasses, dentures, hearing aids, prosthetic devices, shall be reimbursed at their full costs except as limited below. All other claims of loss against items of apparel, automobiles, watches, etc. shall be limited to a maximum of two hundred fifty dollars ($250) and any money received from a claim against an insurance company which either the school district or the employee may carry.

ARTICLE VII. SENIORITY, LAYOFFS, AND RECALL

A. Seniority

1. All bargaining unit members shall hold dual seniority dates.

    a. "WESSU seniority" shall be defined as the bargaining unit member's last date of hire.

    Employees who have a break in service due to a voluntary resignation shall have their seniority reflect their current starting date.

    b. "Classification seniority" shall be defined as the bargaining unit member's most recent start date within a particular classification. Employees who change classifications shall hold inactive seniority in their previously held classification(s).

2. Any employee who voluntarily moves to any lower classification will be placed on the salary schedule appropriate to his/her actual district-wide seniority date.

    a. Employees who move to a higher classification will be placed on the hourly rate schedule to the same rate (if available) if not available, the next higher rate. Employees will progress annually on the hourly rate schedule on the anniversary date of the classification change.

3. An employee's classification seniority date will be used to establish the wage increment steps, layoffs, etc., within their current classification. An employee's district-wide seniority date will be used for all other purposes.

4. If, through layoff, an employee accepts a position into a lower classification, the employee will maintain their previous classification seniority date.

5. An employee shall lose his/her seniority for the following reasons:

    a. He/She quits.

    b. He/She is discharged for just cause.

    c. He/She is absent for three (3) consecutive working days without proper notification. After such absence, the employer will notify the employee by letter at his/her last known address that his/her employment has been terminated.

    d. He/She retires.

B. Layoff

1. Voluntary Termination:

a. Employees shall notify the Western School District at least ten (10) working days prior to the proposed termination date.

2. No involuntary termination or suspension shall be given without showing just cause to the employee.

a. Involuntary Termination:

1. Any employee guilty of gross negligence in the performance of his/her duties shall be terminated with recourse to the grievance procedure.

b. Involuntary Layoff:

1. In the event the work force must be reduced, administration shall strive to give thirty (30) calendar day notice, and in any event, ten (10) work day notice.

c. Except under unusual circumstances requiring immediate disciplinary action, an employee receiving a disciplinary suspension will receive at least one (1) verbal reprimand and two (2) written reprimands prior to suspension.

3. Any employee who discontinues his/her service does not forfeit his/her right to earned vacation benefits. The employee upon termination of employment shall receive all earned personal leave days' pay at the employee's current rate of pay.

a. It is understood that throughout the displacement process that new or open positions, with comparable hours, must be accepted before displacing other employees from their current positions. If there are more displaced employees than new or open positions available, then a sufficient number of displacements of least senior employees will be made available from which the displaced employees may choose.

   Should two (2) or more employees have the same anniversary date of hire, for purposes of layoff, the employee whose letter of intent is dated and timed earlier shall have the more district-wide seniority of the two or more employees.

b. The Goal of the layoff process is to attempt to keep each employee as close to the position, salary and benefits as before the displacement. The employee shall not be in a better situation, salary and benefits, than before the displacement. When an employee's position is eliminated or an employee is displaced from his/her position, the employee may choose to displace another employee in the following manner. If more than one employee has been displaced, the process shall start with the employee in the highest Class with the most classification seniority and continue with the next senior employee in the highest Class and continue down the Classes in order of classification seniority.

   1. The displaced employee must first displace another employee within his/her current Class (the same Classes as in the salary schedule). The employee may displace the least senior employee, with comparable hours, as long as he/she is qualified. Comparable hours shall be defined as the same number of hours per day the employee had before he/she was displaced or less hours, but not less than the hours required to maintain the displaced employee's current benefit status.

   2. Second, if there is no least senior classification employee with comparable hours for the employee to displace, then he/she may displace the least senior employee, with comparable hours, for which he/she is qualified in any lower Class

   3. In the event there are no positions with comparable hours into which the displaced employee may move, he/she may elect to displace the least senior employee with less hours, closest to the number of hours the employee had before displacement. This must be done first within the displaced employee's own class and if no such position exists there, then into any lower class. The employee must understand that benefits in this instance will be prorated accordingly.

4. More than one (1) position may be put together to give the displaced employee his/her comparable hours, as long as the schedule allows the same.

5. A displaced employee has the first right to return to the position from which he/she was displaced. Prior to posting the position, the displaced employee shall be given the opportunity to exercise his/her right to retake the position.

6. An employee working in two (2) Classes may give up the hours in one Class to displace a person with comparable hours in the lower Class.

7. Employees on layoff shall have the right to bid on any posted position.

c. Senior employees whose hours are reduced by more than one (1) hour per day shall have the right to exercise seniority by replacing the least senior employee in their classification or a lower classification for which they are capable in order to maintain their most comparable work day. Persons so replaced shall have the same replacement rights under this provision.

C. Recall

1. Laid off employees shall be recalled in reverse order of layoff. But in all cases the most senior laid off employee within each classification capable for the position shall be recalled first with the goal referenced in 4.b. being adhered to.

2. When recalling laid off employees, the following steps shall be followed:

   a. The employee to be recalled will be telephoned.

   b. If an employee is not recalled to the same classification, said employee shall remain on the layoff list and continue to be eligible for recall according to the provisions of this Article. Failure to accept recall shall be considered a voluntary quit.

   c. Recall shall be made by registered mail. An employee receiving recall notice shall have seven (7) working days in which to notify the Board of his/her intention to return or to remain on layoff.

   d. In no case shall a new employee be employed by the Board while there are other employees who are laid off and meet the minimum requirements for the job.

e. Should the Board reinstate a position that had been eliminated, the employee, if not on layoff, who previously held the position shall be offered the position before it is offered to laid off employees. It is understood that the most senior, capable, laid off employee shall then be recalled for the vacated position if said position still exists.

D. New Employees

1. All new employees hired by the Board of Education shall be considered to be on probation for a period of thirty (30) working days. During such period, the employee is not covered by the Agreement and may be terminated for any reason whatever and shall have no recourse to the grievance procedure. It is understood that the employer shall provide the employee so terminated written reasons as to their termination. At the end of the probationary period, the employee shall be considered a regular school employee unless otherwise notified. The immediate supervisor and/or principal shall file one (1) evaluation of a new employee midway during the probationary period. If the evaluation at the end of the probationary period is not completely satisfactory, then an additional thirty (30) day probationary period may be instituted with written notification to the employee and WESSU. The evaluation shall set forth all areas deemed unsatisfactory and recommendations for corrections of same. The employee shall be given a reasonable amount of time before the end of the probationary period to make the corrections necessary for a satisfactory evaluation.

2. If the employee is continued in employment beyond the probationary period, the employee shall acquire the status of a permanent employee and all rights and privileges under the Agreement shall be established from the first day worked as a permanent employee. The employee shall be credited with sick leave benefits and seniority rights retroactive to the first day worked as a probationary employee.

ARTICLE VIII. VACANCIES AND TRANSFERS

A. A vacancy shall be defined as a newly created position or an unoccupied position that the district desires to fill.

B. The primary intent of the Board of Education and the Western Educational Support Staff Union (WESSU) shall be to keep each WESSU employee employed to his/her full or part time status. To that end, the Board or its designee agrees to meet with WESSU and take mutually agreeable, reasonable action (including, but not limited to, involuntary transfers, waiver of posting requirements, displacements, employees returning from leave, etc.) to ensure this philosophy.

C. **General Rule:**

1. When the District finds it necessary to change the position(s) of an employee, generally, the least senior qualified employee with comparable hours in the same classification shall be affected.

D. **Process:**

1. The following process shall be used when a change of position becomes necessary:

    a. The Board and the Union shall meet as soon as a potential change in position is anticipated to develop a mutually agreeable plan.

    b. The Board and the Union committee shall meet with those employees anticipated to be affected by the change in position. During the summer months, reasonable attempts shall be made to contact and meet with affected employees.

    c. The actions of the committee shall be limited to those reasonable under the circumstances.

    d. The plan shall be in writing and include the specific actions, supporting rationale, and contingencies.

    e. Changes to the plan shall be mutually agreed by the Union and the Board.

    f. If the Board and the Union reach a mutually agreeable solution, the solution shall not be subject to the grievance procedure. If the Board and the Union fail to reach a mutually agreeable plan, the issues shall be submitted to expedited binding arbitration.

E. Any vacancy or new position shall be posted for five (5) work days prior to closing applications in order that all employees may be aware of the vacancies and new positions in time to apply for them. Probationary employees and employees on IDP's are not eligible to bid on vacancies. If a vacancy occurs during a vacation period when a regular employee is not working, a notification shall be sent by mail to any such employee at least seven (7) days prior to closing applications for the position.

Any new Classification III or Classification IV position contemplated by the Intermediate School District shall be posted within five (5) work days of the determination by the ISD that the position will be permanent.

F. Filling Vacancies

1. If a vacancy occurs while there are employees on layoff, the vacancy shall not be posted until it is offered to those on layoff within that bargaining unit classification.

    a. Within the same classification and job title, the most senior (WESSU seniority) employee making application shall be given a trial period of **not more than thirty (30) working days.** If during the trial period the employee's work is unsatisfactory, or at the request of the employee, he/she shall be reinstated to his/her former position. Upon mutual agreement of the Union, employee and District, the trial period may be extended twenty (20) more working days. This shall apply for all trial periods referenced in this section.

        1. Class II: Records Clerk, Media Specialist, and Media Tech positions are only eligible to bid into the same job title with the above language. E.g.: A Media Specialist applying for a Records Clerk position or a Records Clerk applying for a Media Specialist position will be given consideration, but WESSU seniority and classification does not automatically grant a trial period. The district reserves the right to post Class I and Class II vacancies externally.

    b. When there are no applicants from the same classification, the applicant with the most district-wide seniority from other classifications who is capable of performing the work shall be offered the position and provided a trial period of not more than thirty (30) working days. Capable shall be defined as the ability to perform the job with minimum instruction without disrupting the operation of the District. This shall not apply to any Class I or Class II vacancy. Applicants from Class III-IV shall be granted an interview only with the administrator who will determine their capability to perform in the position.

        1. If during the trial period the employee's work is unsatisfactory, or at the request of the employee, he/she shall be reinstated to his/her former position.

        2. If the most senior candidate is not considered by the appropriate administrator to be capable, the candidate shall have the right to appeal that decision (within five (5) working days) to the Superintendent and/or the Western Board of Education. The Superintendent and/or Board of Education may, at its option:

            i. decide the candidate is capable and place him/her in the position; or

ii. decide the candidate is incapable and dismiss the job claim; or

iii. provide the candidate with a thirty (30) working day trial period which would allow for the collection of additional information to aid them in the final determination.

c. Any senior employee would have the same option of appeal before a less senior or non-bargaining unit candidate is placed in the position. Any of the options or decisions of the Board would be non-arbitral under the grievance section of this contract.

d. Whenever a vacancy occurs, the administration may use that as an opportunity to review and upgrade the qualifications for the vacant position. Should the administration desire to upgrade the qualifications for a vacant position, the administration shall first submit the recommendations to the Union (prior to the job being posted) and the parties (negotiating teams) shall as expeditiously as possible convene a meeting to discuss the new qualifications. It is understood that the administration may implement their proposed qualifications after the meeting even if agreement is not reached. Further, said qualifications shall not be arbitral under the grievance section of this contract. Provided the procedure outlined in this section has been followed, the administration shall have sole final determination of the qualifications necessary for each vacant position.

e. The administration agrees to publish the current qualifications of each job position and to provide the Union with a copy of each.

G. An employee may hold more than one position in the WESSU bargaining unit.

1. The scheduled work hours of a vacant position may overlap with those of a position held by a current employee. Sometimes, adjustments of minimal overlaps will still preserve the integrity of the program, while affording an employee the opportunity to increase their work hours. The district agrees to give serious consideration to making these type of adjustments.

H. During the trial period in sub-paragraph F-2 and F-3 above, the rate of pay shall be at the appropriate step and level for the position being tried.

I. Nothing contained in this Agreement implies that there is any process of "bumping" or that an employee has any right to a position held by another employee, regardless of any perceived difference in qualifications or seniority, unless in accordance with "Other Leave Provisions" in Article X and Article VII.B.4. If a program is changed to another

building or level which requires the reassignment of an employee, the employee assigned to the program will have the first opportunity to move with the program.

J. Nothing in this provision prohibits the Board from filling positions created by leave(s) through voluntary transfers of bargaining unit employees within the building by classification seniority.

K. An explanation shall be submitted to each candidate applying for a vacancy from the bargaining unit, upon request, giving the reason(s) for not accepting him/her for the position. The purpose of this explanation is to inform him/her as to how he/she may strengthen his/her qualifications for similar position in the future.

L. An employee must remain in a position in the bargaining unit for which he/she has bid the remainder of the school year before he/she is able to bid again for another position within the bargaining unit. This section is not intended to restrict an employee from bidding into a new position before the school year ends which would increase the employee's eligibility for insurance coverage.

ARTICLE IX. WORKING CONDITIONS

A. All employees covered by this Agreement shall be provided a tentative schedule and assignment of work hours and weeks not later than 1 week prior to the first day of classes.

1. Prior to the end of each school year, the employee shall receive a reasonable assurance of employment. Prior to July 1, the employee shall receive information which will state the position, building, and hours of work anticipated for his/her fall assignment. If no assurance can be given, the employee shall receive written explanation of his/her status.

B. Whenever there is a need to acquire additional paid help on a given job or project, bargaining unit members within the same classification within the same building, who are available to work the additional time offered will be given priority over bargaining members of other classifications. If no members within the classification are available, members of other classifications within the same building who are capable of performing the work, as determined by the building principal, will be offered the work on a basis of seniority prior to the work being offered to individuals outside the bargaining unit.

1. The parties agree that the employer is not obligated to offer overtime opportunities at times other than when the employer wants the work performed.

2. The District will attempt to contact either in person or by phone those employees who are available for those opportunities.

C. All six (6) through eight (8) hour employees shall have a total of forty-five (45) minutes paid for duty free breaks. These shall be determined by mutual agreement with the immediate supervisor. Employees working four (4) or more hours but less than six (6) hours shall have one (1) twenty (20) minute break as near as possible to the middle of their work day.

D. For each classification, job descriptions shall be electronically available by October 1. These descriptions shall be further discussed by a committee comprised of equal numbers of members of the Union and representatives of the Employer.

1. The applicable descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the District. The descriptions shall include at a minimum:

2. Job title and description

    a. Contract Days:

        1. Class I: Teacher Days, plus 20 work days as agreed upon by the administrator and employee.

        2. Class II: Student Days, plus 7 work days prior to the start of the school year and 5 work days after the end of the school year.

        3. Class III: Student Days, plus 2 work days prior to the start of the school year.

        4. Class IV: Student Days, plus 2 work days prior to the start of the school year.

        5. Class V: Student Days.

    b. All WESSU employees may work additional time beyond the contract as determined by the supervisor and superintendent approval, but are not required.

    c. Year-Round Employees as determined by the Superintendent or designee.

        1. Employees designated as year-round employees shall work the teacher calendar of one hundred eighty-five (185) days, plus an additional thirty (30) work days annually. The scheduling of the additional work days shall be determined by the employee's direct supervisor or designee based on operational needs.
        2. Year-round employees shall receive twelve (12) sick days and seven (7) PTO days annually.
        3. To support operational flexibility, the employee's work schedule may be adjusted by mutual agreement with their direct supervisor. Such

adjustments may include working on days when teachers are not scheduled to work in exchange for alternative scheduled days off at another mutually agreed-upon time.

4. Employee time off shall be scheduled in consideration of both the employee's wishes and the efficient operation of the District. Ordinarily, time off should be taken when school is not in session.
5. Media Tech employees are expected to report to work on all scheduled work days, including days in which school is canceled due to inclement weather, Acts of God, or other emergency closures, unless specifically notified by their direct supervisor or designee that they are not required to report.
    a. In the event that a Media Tech employee is directed not to report to work, the employee shall suffer no loss of pay or benefits for the scheduled workday.

3. A basic statement of required tasks and responsibilities.

    a. Copies of all job descriptions shall be maintained in a file by the Employer at the District's administrative office and shall be available for review by any member of the bargaining unit upon request, with copies provided upon request.

    b. A committee comprised of equal numbers of members of the Union and representatives of the Employer shall meet at least annually, if requested by either party, to review existing job descriptions; to discuss any necessary modifications; and to develop job descriptions for newly created positions.

E. **Overtime and Extra Work:**

1. Overtime shall be determined by the supervisor and shall be voluntary except in emergencies. "Emergencies" shall be defined to mean only those situations whereby the essential operation of the school District is in jeopardy of not being met. Notice of overtime or extra work shall be given to the affected employee(s) at least twenty-four (24) hours in advance whenever possible. Compensation for overtime shall be in accordance with Article XII.

F. If an employee is to be absent from a scheduled work day, he/she will submit the absence request through the current absence reporting protocol at least one (1) hour before the opening of that school day or one and one half (1 1/2) hours before his/her usual reporting time, whichever is later. An employee failing to submit the absence request will be subject to reprimand unless said employee can give good reason for such failure. More than one (1) reprimand in one (1) school year shall constitute a loss of a day's salary for each successive infraction. Continued failure to call in may result in

further disciplinary action per ARTICLE VI. EMPLOYEE RIGHTS AND PROTECTION, Section L. (It is understood a call by another person will be accepted if the employee can't place the call.)

G. The District agrees to up to a $75 reimbursement for any parapro whose duties require them to be outside with students to offset the cost of personal weather-appropriate attire. An employee must work for a period of five (5) months before qualifying for the reimbursement. Receipts must be submitted.

H. Professional Development:

1. Up to 9 hours of mandatory professional development will take place during the school year as determined by the District. If circumstances do not allow the employee to attend, arrangements shall be made with administration to reschedule alternative professional development or use Personal Time Off (PTO) to miss the scheduled professional development.

I. Mentoring Program (Class I-IV Only)

1. Each WESSU member in his/her first two (2) years of employment or a new classification shall be assigned a Mentor by the building administrator.

2. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial manner.

3. The Mentor assignment shall be for only one (1) year subject to review by the Mentor and Mentee after the first year. The appointment may be renewed in the succeeding year.

4. The mentor selected by the administrator for the new employee will receive a $250 stipend for the school year upon the complete and successful submission of the required Mentor/Mentee Log.

5. Class III and IV Only: The Mentor and Mentee shall meet periodically throughout the year—and attend up to four (4) additional hours of guided professional development provided by the District. Both mentors and mentees will be paid at their hourly rate during the professional development time.

6. Class I and II Only: The Mentor and Mentee may use up to 15 additional hours per year of paid training as part of the Mentoring Program.

J. School Improvement Teams

1. The WESSU and the Board of Education endorse the concept of School Improvement Teams as put forth in P.A. 25 as a vehicle to improve the quality of education within the Western School District. We agree that:

a. the composition and structure of these teams may vary from building to building and year to year;

b. employees are encouraged to participate on their School Improvement Team, yet participation is on a voluntary basis;

c. participation in the school improvement process is open to anyone desirous of participating; and

d. an employee's willingness to participate on a School Improvement Team will not negatively affect their evaluation.

K. Medically Fragile/Least Restrictive Environment

It is in the interest of both parties to jointly establish and implement procedures, guidelines, and working conditions to promote the quality of education for special students enrolled in the Western School District. To that end, those procedures, guidelines, and working conditions will be mutually decided and updated as needs arise and will be enforceable through the grievance procedure.

1. All paraprofessionals serving students for which an IEP is developed shall be allowed to attend and participate in the IEPCs or data reviews for the student(s) that they serve.

2. All paraprofessionals will receive training in meeting the needs of the student(s) to whom they are assigned. Such training will be dependent upon its availability and within the fiscal and time limitations of the District.

3. The parties recognize the sensitive nature associated with providing personal care assistance to students. Prior to initiating student services, which include personal care assistance, the administrator and affected paraprofessionals will determine a method that provides for another adult to be present when personal care assistance is being rendered.

4. Health Care Paraprofessionals. Those parapros assigned to a specific student(s) due to special circumstances or training may need to move to another building with the student should their position fall in line with that available position during the end-of-year bid meeting. All Class IV/V parapros will bid on positions based on seniority. Any Health Care parapro whose job is eliminated may exercise job rights as identified in Article VII. Should a position be eliminated, parapros may apply to future positions with a letter of interest.

L. Elementary Playground Coordinator Staffing

If a playground coordinator is absent, a substitute may be hired or schedule modified or maintained if building circumstances merit such a decision. If the principal's decision is to modify the schedule, the modification will be done along with the remaining

coordinators. Modifications must preserve the contractually required duty free breaks and provide for "warm up time" during "student option" winter days.

ARTICLE X. LEAVES

A. Sick Leave

In accordance with the Michigan Paid Medical Leave Act ("PMLA"), MCL 408.961 et seq., an eligible non-exempt (hourly) employee may use paid [sick/medical] leave for any of the following for the employee or family member:

1. Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care, up to eight (8) days per year.

2. For a victim of domestic violence or sexual assault, any related medical care or counseling, victim services or legal services, judicial proceedings, or relocation.

3. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of a public official, or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

4. A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the PMLA. This provision shall be interpreted and applied consistent with the PMLA, and shall not provide greater benefits than that allowed by the statute.

5. To be eligible, the non-exempt (hourly) employee must be employed for more than 25 weeks in a calendar year, worked an average of at least 25 hours per week during the immediately preceding calendar year.

Sick time will be awarded at the beginning of the school year at the rate of eight (8) days multiplied by the number of hours regularly scheduled to work per day. Employees hired after the start of the school year will be prorated. A month shall be considered to be any month wherein two (2) weeks have been worked. Each employee has a potential accumulation of ninety (90) days at the beginning of this Agreement. Employees who do not receive Plan A or Plan B in the Health insurance have the potential of accumulating one hundred twenty (120) days of sick leave. Sick leave granted under this Article may accumulate in addition to the days the employee has in his/her sick leave bank at the beginning of this Agreement. A record of accumulated sick days will be furnished each employee no later than October 15th of each school year.

1. All or any portion of accrued sick leave days may be used for personal illness or disability of the employee.

2. Sick leave may be used for the illness, injury, medical care, mental health care, preventative care, treatment, recovery, or medical appointments of the employee or an immediate family member when the employee's presence or assistance is reasonably necessary. The Superintendent or designee may approve additional paid sick leave days in the event of catastrophic illness or injury or extenuating circumstances not to exceed thirty (30) total paid work days per family member per year. The employee may request a further extension of sick day use from the Board, or may choose to request an unpaid leave of absence, not to exceed the balance of that semester plus one additional semester. The Board will continue to pay fringe benefits for the duration of the leave.

3. An employee may use all or any portion of such sick leave to recover from personal illness or disability which shall include childbirth and complications of pregnancy. In childbirth and pregnancy complications, this would require medical verification that the employee is unable to work.

4. Unauthorized unpaid absences taken without prior approval from the Superintendent or designee may be considered job abandonment and subject to disciplinary action, up to and including termination of employment. Only the Superintendent or designee may approve unpaid leave time.

B. Personal Time Off (PTO)

1. PTO days shall be awarded to employees at the beginning of each school year based upon classification as follows:

    a. Year-Round Employees - Seven (7) PTO Days

    b. Class I Employees - Six (6) PTO Days

    c. Class II Employees - Five (5) PTO Days

    d. Class III-V Employees - Four (4) PTO Days

2. Except in an emergency, requests for PTO must be made at least five (5) school days in advance of the day requested and the supervisor shall approve or disapprove through the current absence reporting protocol no less than two (2) school days in advance of the day requested.

3. PTO days may not be used preceding or following a vacation period or holiday.

4. Additional days without pay may be granted by the superintendent.

5. PTO days cannot be used for any business venture, employment or source of income.

6. At the termination of each fiscal year, any unused PTO shall accrue and be a part of the employee's permanent sick leave.

7. Unauthorized unpaid absences taken without prior approval from the Superintendent or designee may be considered job abandonment and subject to disciplinary action, up to and including termination of employment. Only the Superintendent or designee may approve unpaid leave time.

C. Bereavement

1. An employee shall be allowed three (3) working days not to be deducted from sick leave or PTO for death in the immediate family, as defined below. If additional time is needed, upon request by the employee, the Superintendent may grant additional time. Employees may use sick leave or PTO days as funeral leave for the purpose of attending the funeral of a personal friend or relative.

    a. "Immediate family" defined includes: parents, parents-in-law, grandparents, grandchildren, spouse, children, brother, sister, aunt, uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchildren, stepparents, foster children, foster parents, or a person in loco parentis.

2. The following conditions shall apply:

    a. Notification of leave for funeral or death of a person is expected as soon as practicable to the immediate supervisor.

    b. When there is good cause to suspect an employee is abusing sick leave, the Superintendent, upon advance notification to the employee, may require verification of future absences. If within ninety (90) days following notification there is no further cause to suspect abuse of sick leave, verification of future absences will no longer be required.

    c. Upon the recommendation of the Superintendent, the Board may, at its own expense, require an employee to submit to a physical or mental examination by approved specialists to determine whether an involuntary sick leave is warranted.

    d. Any employee whose personal illness extends beyond his/her accumulated sick leave shall be granted a leave of absence of up to one (1) year, without pay, for such time as is necessary for complete recovery from such illness, provided that the application for said leave is made at least five (5) days before it is to become effective and provided that the length

of time is specified. If further time is necessary, it may be granted by the Board provided the conditions of the original application are met.

D. Jury Service

1. Any employee called for jury duty during his/her work hours or who is subpoenaed to testify during his/her work hour in any judicial or administrative matter, or; who shall be asked by the Board to testify in any arbitration of fact-finding shall be paid the difference between his/her regular salary and any salary earned for such duty.

E. Court Appearances

1. Leave of absence with pay not charged against leave time shall be granted for court appearances as a witness in an incident connected with an employee's employment or whenever the employee is subpoenaed to attend any court proceedings related to his/her employment or the school, providing there is no proven criminal act or gross negligence on the part of the employee. Any employee suing the District for any reason shall not be compensated for time missed due to court appearances regarding same. If the employee received court pay, the employee must reimburse the District the amount of compensation received from said court or agency within ten (10) days of receipt of same.

F. Attendance of Conferences

1. Should the Board request an employee to attend a conference, the employee's expense shall be fully reimbursed by the Board according to the policies of the Board.

G. Worker's Compensation

Leave allowances for employees injured while working for the Western School District and thus becoming eligible for Worker's Compensation benefits shall be as follows:

1. Accumulated sick leave days shall, on an optional basis to the employee, be made available to the injured employee during the period he/she is unable to work as a result of an accident.

2. If the employee chooses the option of using sick leave days, his/her Worker's Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's sick leave would be charged with a proportionate amount of time lost, based on the ratio of the school funds used to make the employee's regular daily rate.

H. Unpaid Extended Leaves of Absence: Conditions

Unless otherwise indicated, the following conditions shall apply for leaves:

1. Requests for leaves shall be in writing.

2. All leaves shall be limited to one (1) year or less unless otherwise specified.

3. Salary increments shall not accrue while on leave.

4. Sick leave days shall not accrue while on leave, but unused leave days held at the start of the leave shall be reinstated upon return from leave.

5. All fringe benefits paid by the Board will cease at the commencement of the unpaid leave, but the employee may, at his/her option, continue such benefits for one (1) year at his/her expense.

6. In order to facilitate planning an efficient operation of the school, employees on leave must notify the Board in writing at least thirty (30) days prior to the date of their intent to return to work. Failure to notify shall be deemed conclusive evidence of resignation.

I. Child Care

A leave of absence shall be granted to any employee for the purpose of child care. Said leave shall commence upon request of the employee. It is further provided that:

1. A pregnant employee may commence said leave at her option after confirmation of pregnancy by her doctor.

2. The leave may be extended for an additional year upon written request of the employee.

3. In the event of miscarriage or death of the fetus/child on the leave, the leave shall be terminated upon request of the employee.

J. Other Leaves

1. Other leaves of absence may be granted by the Board upon written request of the employee.

K. Other Leave Provisions

1. An employee returning from a medical leave of absence of one (1) year or less shall be returned to the same previously held position. If the position has been eliminated, the employee shall assume the position of the least senior employee in the returning employee's classification with comparable hours, providing the employee has less seniority than the employee returning. If the employee returning from leave does not have sufficient district-wide seniority to obtain a position, he/she shall be placed on layoff status.

2. Upon return from all other leaves of absence, the returning employee shall assume the position of the least senior employee in the returning employee's classification with comparable hours, providing the employee has less seniority than the employee returning. If the employee returning from leave does not have sufficient district-wide seniority to obtain a position, he/she shall be placed on layoff status.

3. Upon return from leaves, previously earned sick leave and district-wide and classification seniority shall be restored. Seniority (district-wide and classification) shall not accrue while on an unpaid leave of absence, but seniority shall accrue while on a paid leave of absence as cited in Article X of this agreement.

4. Where the leave benefits contained in this Agreement exceed the requirements of the federal Family and Medical Leave Act of 1993 (FMLA), the benefits contained in this Agreement shall apply. Where the leave requirements of the FMLA exceed benefits in this Agreement, the requirements of the MLA shall apply. COBRA guarantees an employee the right to continue his/her health care benefits with the district at the employees expense, for eighteen (18) months after termination of employment.

ARTICLE XI. HOLIDAYS

A. Holidays

1. When the following holidays fall within an individual employee's work year, said employee shall be paid and not required to work.

    a. Labor Day
        1. * Labor Day is a paid holiday for all WESSU employees.
    b. Wednesday before Thanksgiving if observed
    c. Thanksgiving Day
    d. Friday after Thanksgiving
    e. Christmas Eve Day
    f. Christmas Day
    g. Day After Christmas
    h. New Year’s Eve Day
    i. New Year's Day
    j. February Monday if observed
    k. Good Friday
    l. Memorial Day
    m. Fourth of July (Year-Round Employees Only)

Those employees scheduled to work on the day prior to a holiday observance mentioned above shall be excused at noon with pay if K-12 students in regular instructional programs are dismissed early or are not in session. Employees working four (4) hours or less shall only be required to work for one-half (1/2) of their scheduled period.

2. In the event school is in session on the day which was to be celebrated as a holiday, the parties agree to meet and negotiate on a mutually agreed upon date for the holiday to be celebrated.

3. To be qualified to receive holiday pay herein, an employee must have worked the regularly scheduled work day on the scheduled work day preceding the holiday and the regularly scheduled work day on the scheduled work day following the holiday, unless:

    a. Such employee was excused in writing by his/her immediate supervisor from working part or all of the hours normally scheduled to work on such days.

    b. Unless the absence was due to personal illness or a death in the family.

4. If a holiday falls on an employee's regularly scheduled day off, the employee who is eligible for the holiday shall be paid holiday pay for that day commensurate with the hours he/she is regularly scheduled to work.

5. Holiday pay shall be determined by multiplying an employee's regular straight time hourly rate times the number of hours he/she is regularly scheduled to work each day.

ARTICLE XII. COMPENSATION

A. Hourly wages of all employees covered by this Agreement are set forth in Appendix A.

B. Time and one-half shall be paid for all time worked in excess of forty (40) hours in one (1) week. The forty (40) hours must be time actually worked.

1. Hourly rate for the computation of overtime shall be determined in the following manner:

    a. Employees whose wages are determined on a hourly basis shall be paid time and one half of their normal hourly rate.

    b. Overtime pay for bargaining unit members whose compensation includes two or more jobs at different rates shall be paid overtime at time and one half of the average regular rate. The average regular rate shall be computed by multiplying the total compensation for that week (in straight time) by the total number of hours worked.

2. Compensatory time may be given instead of overtime pay if mutually agreed to by the employer and the bargaining unit member prior to the performance of such work. Compensatory time shall be paid at straight time, time and one half or double time, whichever is applicable. Compensatory time may be accumulated up to forty (40) hours.

   Overtime beyond forty (40) hours must be paid in the payroll period in which such overtime is earned.

   a. The bargaining unit member requesting use of compensatory leave shall provide at least five (5) day notice to the employer for use of up to forty (40) hours of compensatory leave (at one time), except in cases of emergency when no notice is possible.

   b. Payment for use of compensatory time shall be paid at the regular rate earned by the employee at the time the bargaining unit member receives such payment.

C. The Board agrees to pay employees the appropriate difference in hourly rates for hours worked at a non-classification assignment, after a minimum of two (2) hours. When applicable, such change in rate shall be computed for the initial two (2) hours. At no time will an employee be paid at a rate lower than his/her present classification.

D. Bargaining unit members may be called to work by their immediate supervisor providing the supervisor is already at the building to direct the work and providing the inclement weather or other conditions that caused cancellation of the school day has been alleviated. If the employee called in chooses not to report to work, he/she shall not be compensated for that day. Generally, bargaining unit members shall not be required to remain in buildings that are closed to K-12 students in regular instructional programs due to inclement weather and shall not suffer a loss of pay provided the days/hours do not exceed the number allowed by the State of Michigan. Routinely, employees in this unit will be permitted to leave as soon as school buses have left the parking areas. On a rare occasion, and only in an emergency situation, an employee may be requested to stay, generally to answer the phone.

   1. Media Tech employees are expected to report to work on all scheduled work days, including days in which school is canceled due to inclement weather, Acts of God, or other emergency closures, unless specifically notified by their direct supervisor or designee that they are not required to report. In the event that a Media Tech employee is directed not to report to work, the employee shall suffer no loss of pay or benefits for the scheduled workday.

E. The Board shall pay for any health or medical examinations that are a condition of continued employment. The examinations are to be taken on the employee's time if possible. The examinations shall be conducted by a physician of the employee's choice.

F. When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification or rate structure, the Board will notify the Union prior to establishing same. In the event the Union does not agree that rates are proper, it shall be subject to negotiation.

G. Any employee requested to attend a course, workshop, or training session shall have all reasonable and necessary fees, tuition, supplies, etc. reimbursed by the Board. The employee shall also be paid at his/her appropriate hourly rate for the time actually spent at said activity, excluding travel time.

Course work taken to improve the employee's job performance shall be reimbursed by the Board for the fees incurred. The employee must be able to demonstrate the application of the course to their assigned work. The Superintendent shall determine whether specific courses will be reimbursable. Approval for course fees is contingent upon the general budget allocations for conferences, visitations, etc. for each year.

H. **Insurance**

The Board agrees to furnish the same insurance coverage as provided to the WSD administrators. The eligibility is defined in Article XII, Section H, 5 to all employees based on the criteria specified in H, 1.

1. Criteria:

    a. All employees regardless of class hired prior to September 1, 1998 are eligible for up to full family employer paid insurance.

    b. All Class I and II employees hired after September 1, 1998, and before December 31, 2019 are eligible for up to full family employer paid insurance.

    c. All Class I employees are eligible for up to full family employer paid insurance regardless of date of hire.

    d. All Class II employees hired or transferred from a lower class after December 31, 2019 are eligible for up to single subscriber employer paid insurance.

    e. Employer contributions shall be limited to the applicable state allowable hard cap amounts established under PA 152 for each respective contract year and shall adjust annually to match the state allowable cap in effect for that year.

2. The parties agree that any eligible employee who does not wish to carry any portion of provided insurance will not be required to participate. Non-eligible

employees would be given an opportunity to pay 100% of any portion of Plan B as long as the deduction would not exceed their current pay.

3. Prior to the end of this period, both parties agree that the Association will be part of the discussion concerning the coverage for the following year.

4. All other contributions, requirements and procedures will be followed as specified in the current contract.

    a. The Board shall be responsible for providing insurance information including applications and claim materials for the above mentioned programs. It shall be the responsibility of the employee not previously covered to complete the application for such insurance within the time limits prescribed by the insurance carrier or forfeit his/her rights until the next open enrollment period. The Board's liability is limited to the payment of the premiums.

    b. The Board shall pay its portion of the July and August premium if the employee had been continuously employed for the preceding six (6) months.

5. Employer paid insurance coverage for employees shall be dependent upon hours per week worked. 37.5-40 hours per week = 100% employer-paid, 30-37 hours per week = 75% employer-paid. Employees working less than thirty (30) hours do not receive employer paid fringe benefits. Those employees working thirty (30) hours or more must participate in PAK A or PAK B.

6. Changes in family status shall be reported by the employee to the payroll office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

7. The employer agrees that if it elects to change the work hours to some lower amount than scheduled, that no employee so affected shall have the employer-paid portion reduced for the balance of the school year. If a change in hours is made by the ISD, then the change will take effect on the first day of the month following the change.

8. The Western Board of Education and the Union mutually recognize and accept the need to maintain current levels of health care coverage and benefits without raising the Board’s contribution to the cost for such benefits. The two parties agree to continue Health care benefits as outlined in the master agreement providing there is no increase in cost due to a national health care program. Should it not be possible to meet these two equally important tenets (coverage and cost), the parties agree to meet to take reasonable, mutual action designed

to resolve the issue. Such action could include but not be limited to an increase in the Board of Education cost, a decrease in employee benefit level or some combination of the two that both parties agree to accept. Any such alteration would be subject to the normal ratification process of the parties involved.

I. Retirement Provision:

1. In recognition of services to the school district, a retirement leave payment based upon the employee's last annual pay (as defined by their last available W-2 statement) shall be paid to the employee upon retirement from the District, provided said employee has been employed by the district for at least ten (10) years. To be eligible for this retirement payment, the employee must present evidence that he/she is eligible to begin receiving benefits from the Michigan Public School Employees Retirement Fund within three (3) months after retiring from the Western Schools.

   The Board shall be responsible for the following stipends:

Years of Service	
over 25	20%
23-25	18%
19-22	16%
15-18	14%
10-14	12%

   This provision shall not pertain to any employee hired after November 29, 2007

J. Longevity Incentive (Sick Day Incentive Upon Retirement)

1. Minimum of ten (10) years of service to Western School District.
2. Retirees must complete the school year to receive this incentive (no mid-year resignations).
3. Notice must be made in the form of a resignation and submitted to the district by March 1st of the separation year.
4. Payment will be made by July 1st.
5. FORMULA:
   a. $1.25 x (years of service in Western) x (number of sick days) x 1.0765

K. Attendance Incentive:

1. Employees who demonstrate strong attendance during each academic marking period shall be eligible for an Attendance Incentive stipend. Eligibility shall be determined independently for each academic marking period based solely on absences occurring within the dates of that marking period, as established by the Western High School academic calendar. Bereavement leave, approved professional development, union release time, jury duty, and other absences approved by the Superintendent or designee shall not count against Attendance Incentive eligibility. Approved PTO or sick days used by Class I, Class II, and Year-Round employees on scheduled non-student or non-instructional work days shall also not count against Attendance Incentive eligibility.

2. For purposes of the Attendance Incentive, one day's pay shall be calculated using the employee's regularly scheduled daily hours multiplied by the District Attendance Incentive rate of twenty-five dollars ($25) per hour. The Attendance Incentive rate shall apply equally to all bargaining unit employees regardless of classification, step placement, or years of service. Attendance Incentive payments shall be made following each academic marking period.

3. Attendance Incentive eligibility for each academic marking period shall be as follows:

    a. 0–1 absence = one (1) day's pay

4. Employees who qualify for the Attendance Incentive in all four (4) academic marking periods during the school year or have used five (5) or less shall receive an additional annual bonus equal to two and one-half (2.5) days' pay.

ARTICLE XIII. EVALUATION

Professional evaluation of the work of employees shall be accomplished in writing under the following circumstances:

A. Each school year, school principals or other administrators shall submit written evaluation of the performance of each employee under their supervision. They shall consist of a rating and descriptive statement of the employee's performance as indicated on the evaluation form provided (Appendix C).

B. All evaluations must be discussed with the employee before they are submitted to the Superintendent or designee and shall bear the signatures of the principal, the employee, and the supervisory persons who evaluated the work of the employee. Employees are required to sign the evaluation to indicate they have seen it. Employees will be provided the opportunity to discuss their evaluation with the supervisor (s) who

prepared it. An employee's signature on the evaluation will not necessarily constitute approval, but is merely an indication that the employee is familiar with it.

C. After consultation with the principal, his/her designee, or other persons in supervisory positions in relation to the employee who have been involved in the preparation of the evaluation, the employee will have the right to add remarks, statements, or other information pertinent to the evaluation. Similarly, after consultation, the evaluator would have the right to revise, modify, or otherwise change the written evaluation prior to any signatures and submission to the Superintendent. Such remarks shall be attached to the original evaluation and shall contain the signature of both the employee and the person(s) preparing the evaluation.

D. A copy of the written evaluation shall be submitted to the employee at the time of such personal interview. In the event of an unsatisfactory evaluation, the employee may request re-evaluation after thirty (30) days.

E. The absence of a yearly evaluation shall indicate the satisfactory performance of the employee.

ARTICLE XIV. NON-DISCRIMINATION

The Board shall not discriminate in employment on account of race, creed, color, sex, national origin, marital status, age, handicap, membership, or activity on behalf of the Union or participation in the grievance procedure.

ARTICLE XV. GRIEVANCE PROCEDURES

A. Intent

The primary purpose of this procedure is to secure, in the most efficient manner, equitable solutions to a claim of an aggrieved party. Both parties agree that these proceedings shall be kept confidential at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any bargaining unit member with a grievance, or the supervisor, to discuss the matter informally with an appropriate member of the Administration or Union.

B. Definition

1. A "grievance" is a claim by an employee, a group of employees, or the Union, when there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement.

C. General

1. A grievant(s) failing to meet the time limits as set forth herein shall forfeit the right to further process said grievance and, therefore, the management's last answer shall constitute the final disposition of said grievance.

2. A supervisor or the Board failing to meet the time limits as set forth herein shall permit the grievant(s) to proceed to the next level within ten (10) working days from the date when the supervisor's or Board's time for an answer expired.

3. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given the opportunity to be present at such adjustment.

4. Either party may involve their representative at any and all stages of the grievance proceedings.

5. A grievance may be withdrawn at any level without establishing a precedent.

6. There shall be no reprisals of any kind against any employee involved in the grievance procedure.

7. All reasonable requests for available information necessary to the determination and processing of any grievance shall be honored by both parties.

8. When a grievance is sustained, all documents, communications, and records relating to said grievance shall not be filed with the personnel files of the participant(s).

9. The grievant(s) and grievant(s) Union Representative shall be released from duty, with no loss of pay, to attend grievance meetings and hearings called by the administration of the Board, which shall be scheduled during the normal working day of the grievant(s).

10. Reasonable release time of no more than one (1) hour shall be granted to the Unit Chairperson or designee for the purpose of investigating a grievance that has been submitted to Level Two. This release time shall not be abused.

11. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardships to any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

D. Procedure

1. Level One

a. The grievant(s) shall discuss the complaint with the immediate supervisor within ten (10) working days of the grievant(s) knowledge of the event or occurrence which is the basis for the complaint.

b. The immediate supervisor shall render an oral decision to the grievant(s) within ten (10) working days of the above discussion.

2. Level Two

a. If the Level One decision is not satisfactory, the oral complaint shall be reduced to writing on the Grievance Report Form (Appendix B) and shall be presented to the immediate supervisor and the Union within ten (10) working days of the receipt of the Level One answer. An Union grievance shall be signed by the Union President and one (1) Union Representative.

b. The immediate supervisor shall hold a meeting of the grievant(s) and the grievant(s) Union Representative within ten (10) working days of the receipt of the Level One answer.

c. The immediate supervisor shall render a written decision to the grievant(s) and the Union within ten (10) working days of receipt of the grievance.

3. Level Three

a. If the Level Two decision is not satisfactory, the grievance shall be presented to the Superintendent within ten (10) working days of receipt of the grievance.

b. The Superintendent shall hold a meeting with the grievant(s) and the grievant(s) Union Representative within ten (10) working days of receipt of the grievance.

c. The Superintendent shall render written decision to the grievant(s) and the Union within ten (10) working days of the meeting.

4. Level Four

a. If the Level Three decision is not satisfactory, the grievance shall be presented to the Board of Education within ten (10) working days of receipt of the Level Three answer.

b. After receipt of the Level 4 grievance, at the next regularly scheduled meeting, with at least ten (10) day notice, the Board of Education shall convene a hearing with the grievant(s) and the Union Representative.

c. The grievant or his/her representative shall have the right to present testimony to the Board of Education.

d. The Board of Education shall render a written decision to the grievant(s) and the Union within ten (10) working days of the hearing.

5. Level Five

a. If the Union is not satisfied with the Level Four disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may, at the option of the Union, be submitted to arbitration.

b. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Union in accord with its rules which shall, likewise, govern the arbitration proceedings.

c. The right to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given.

d. The Board and the Union shall not be permitted to assert, in such arbitration proceeding, any grounds or to rely on any evidence not previously disclosed to the other party.

e. The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of the provision of this Agreement, and he/she shall be without power and authority to make any decision: (1) contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement, or (2) granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.

f. The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the Board.

g. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

h. The expenses of the arbitrator shall be shared equally by both parties.

E. Rights to Representation

All parties of interest shall be present and may be represented by another person at all meetings and hearings at any level of the Grievance Procedure. In no event shall any employee be represented by an officer, agent, or representative of any organization in conflict or competition with the Union. Provided further, when an employee is not represented by the Union, the Union shall have the right, on its request, to have its representative present to state its views at all stages of the grievance procedure.

F. Appeal of Discharge or Suspension

1. Written notice of discharge or suspension shall be presented to the employee and the Union on the same day.

2. Grievances involving an appeal of discharge or suspension shall be initiated directly to Level Three within ten (10) working days of receipt of written notice as provided above.

3. Once the grievance has been initiated at Level Three, the normal grievance procedures shall be followed as set forth in this Article, except the Board shall hold the Level Four hearing within ten (10) working days of receipt of the grievance.

G. The Union may initiate a grievance directly at Level Three when either of the following conditions apply:

1. A grievance involves a group of employees or an issue which applies to the unit as a whole, or

2. The action precipitating the grievance was initiated by management at a level higher than the immediate supervisor.

When such grievances are initiated at Level Three the normal grievance procedures shall be followed as set forth in this Article.

H. Expedited Arbitration

By mutual agreement, expedited arbitration may be used in Level Five of the grievance procedure using the rules established by the American Arbitration Union for expedited arbitration. The expenses of the arbitrator shall be shared equally by both parties.

ARTICLE XVI.

DURATION OF AGREEMENT

WESTERN BOARD OF EDUCATION

AND

WESTERN EDUCATIONAL SUPPORT STAFF UNION

July 1, 2026 – June 30, 2029

By:_____

WESSU President*

By:_____

Board of Education – President*

By:_____

WESSU Team Member*

By:_____

District Superintendent*

By:_____

WESSU Team Member*

By:_____

Chief Negotiator*

*signatures on file

APPENDIX A

HOURLY WAGE SCHEDULE

WESSU WAGE SCALE July 1, 2026						
$0.75 / hour increase to the base step						
Old Steps	**New Steps***	**Class I**	**Class II**	**Class III**	**Class IV**	**Class V**
		Secretaries	*Media Specialist, Media Tech, Records Clerk*	*Teacher Aid, Principal Parapro*	*Mandated, Healthcare, LRE Parapro*	*Playground, Cafeteria Parapro*
2	1	21.71	18.28	17.04	17.04	15.78
3	2	22.36	18.83	17.55	17.55	16.25
4	3	23.03	19.39	18.08	18.08	16.74
5	4	23.72	19.98	18.62	18.62	17.24
6	5	24.43	20.57	19.18	19.18	17.76
7	6	25.17	21.19	19.75	19.75	18.29
8	7	25.92	21.83	20.35	20.35	18.84
9	8	26.70	22.48	20.96	20.96	19.41

* Effective July 1, 2026, the Wage Scale shall be adjusted to restore Step 1 as the starting step. Employees shall continue to advance annually to the next compensation level within their classification. The total number of steps on the Wage Scale shall remain unchanged.

WESSU WAGE SCALE July 1, 2027					
$0.50 / hour increase to the base step					
Steps	**Class I**	**Class II**	**Class III**	**Class IV**	**Class V**
	Secretaries	*Media Specialist, Media Tech, Records Clerk*	*Teacher Aid, Principal Parapro*	*Mandated, Healthcare, LRE Parapro*	*Playground, Cafeteria Parapro*
1	22.21	18.78	17.54	17.54	16.28
2	22.88	19.34	18.07	18.07	16.77
3	23.56	19.92	18.61	18.61	17.27
4	24.27	20.52	19.17	19.17	17.79
5	25.00	21.14	19.74	19.74	18.32
6	25.75	21.77	20.33	20.33	18.87
7	26.52	22.42	20.94	20.94	19.44
8	27.32	23.10	21.57	21.57	20.02

WESSU WAGE SCALE July 1, 2028					
$0.25 / hour increase to the base step					
Steps	**Class I**	**Class II**	**Class III**	**Class IV**	**Class V**
	Secretaries	*Media Specialist, Media Tech, Records Clerk*	*Teacher Aid, Principal Parapro*	*Mandated, Healthcare, LRE Parapro*	*Playground, Cafeteria Parapro*
1	22.46	19.03	17.79	17.79	16.53
2	23.13	19.60	18.32	18.32	17.03
3	23.83	20.19	18.87	18.87	17.54
4	24.54	20.79	19.44	19.44	18.06
5	25.28	21.42	20.02	20.02	18.60
6	26.04	22.06	20.62	20.62	19.16
7	26.82	22.72	21.24	21.24	19.74
8	27.62	23.40	21.88	21.88	20.33

1. For each contract year, all WESSU members shall receive one step on the Wage Scale schedule at the beginning of each school year (July 1).
2. New employees hired after April 1st will remain on the starting step for the following school year.
3. Each employee shall be paid for all hours worked and all paid time off as authorized by this Agreement.
4. The Board may grant a reasonable number of years of previous work experience to employees transferring into this District. In no circumstances may the Board grant an hourly wage level in excess of that earned through actual experience.

Grievance Form

WESTERN EDUCATIONAL SUPPORT STAFF UNION

Name of Grievant(s): _____

Date Alleged Violation Occurred: _____

LEVEL 1 AND 2 (Building Principal)

A. Identify the provision(s) of this Agreement which is alleged to have been violated, misinterpreted or misapplied.

_____

_____

_____

Statement of Grievance:

_____

_____

_____

Relief Sought:

_____

_____

_____

_____ _____/_____

Union Rep Grievant Signature Date

B. Date Discussed with Building Principal: _____

C. Date Written Grievance Presented to Principal: _____
(Copies to: Principal, Grievant)

D. Date of Meeting Between Grievant and Principal: _____

Disposition by Principal: _____

_____

_____

_____/_____
Principal's Signature Date

Union Response to Principal's Disposition: _____

_____

_____

_____

_____/_____ _____/_____
Grievant Signature Date Union Signature Date

(Copies to: Principal, Grievant, WESSU)

LEVEL 3 (Superintendent)

E. Date of Transmittal to Superintendent: _____

Date of Meeting Between Superintendent,

WESSU and Grievant: _____

Disposition by Superintendent: _____

_____

_____

_____/_____

Superintendent's Signature Date

Union Response to Superintendent's Disposition: _____

_____

_____

_____/_____ _____/_____

Grievant Signature Date Union Signature Date

(Copies to: Principal, Grievant, WESSU, Superintendent)

LEVEL 4 (Board of Education)

F. Date Notified Board: _____
(Copies to: Principal, Grievant, WESSU, Superintendent, JCEA, Board of Education Secretary)

Date of Hearing: _____

Disposition by Board of Education: _____

_____

_____

_____/_____

Signature Date

Union Response to Disposition by Board:_____

_____

_____

_____/_____ _____/_____

Grievant Signature Date Union Signature Date

(Copies to: Principal, grievant, WESSU, Superintendent, Board of Education Secretary)

LEVEL 5 (Arbitration)

Date of Submission to Arbitration: _____

Name of Agreed Upon Arbitrator: _____

OR

Date Requested Assistance of A.A.A.: _____

(Copies to: Principal, Grievant, WESSU, Superintendent)

Arbitration Decision: _____

_____

_____

Date of Award:_____

NOTE: Each copy must be legible and complete. It is best, to avoid misunderstanding, to have photocopies or other similar reproductions. Additional sheets may be added to this form but must be retained in all copies.

APPENDIX B. WESSU WORK EVALUATION

Name of Employee:_____

School:_____ Date: _____

RATING SYSTEM - In the space provided, write the number which best describes the employee's performance according to the following system:

1. **OUTSTANDING** - Greatly surpasses expectations
2. **VERY GOOD** - Exceeds requirements of position
3. **AVERAGE** - Meets requirements of position
4. **IS IMPROVING** - Self-explanatory
5. **POOR** - Needs improvement (please explain)
6. **NA** - Does not apply to employee

DESCRIPTIVE ITEM	NUMERICAL RATING	COMMENTS
I. The degree that the employee is achieving the work expected of his/her in terms of quality, quantity, neatness, and accuracy.		
II. The degree that the employee's personality, poise, habits, conduct, and character meet the requirements of the job.		
III. The degree of flexibility and ability to meet changing assignments.		
IV. The degree that the employee is willing to take advantage of opportunities for self-improvement.		
V. The degree that the employee possesses the basic skills required on the job.		

DESCRIPTIVE ITEM	NUMERICAL RATING	COMMENTS
VI. The degree that the employee relates and establishes rapport with students of various back-grounds.		
VII. The degree that the employee relates to teachers, principals, and other adults in the build-ing.		

TOTAL _____

The work evaluation average for this employee is: _____

I consider his/her work to be: _____

_____/_____
Immediate Supervisor Date

Recommendation by Principal:

I recommend that this employee be retained for further employment.

_____ _____
Yes No

_____/_____
Principal Date

This report has been reviewed by me.

_____/_____
Employee Date

Comments:

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