

AGREEMENT

by and between

**Western School District
Board of Education**

and

**Jackson County Education
Association
Western Educational
Support Association**

July 1, 1998 through June 30, 2000

Western School District

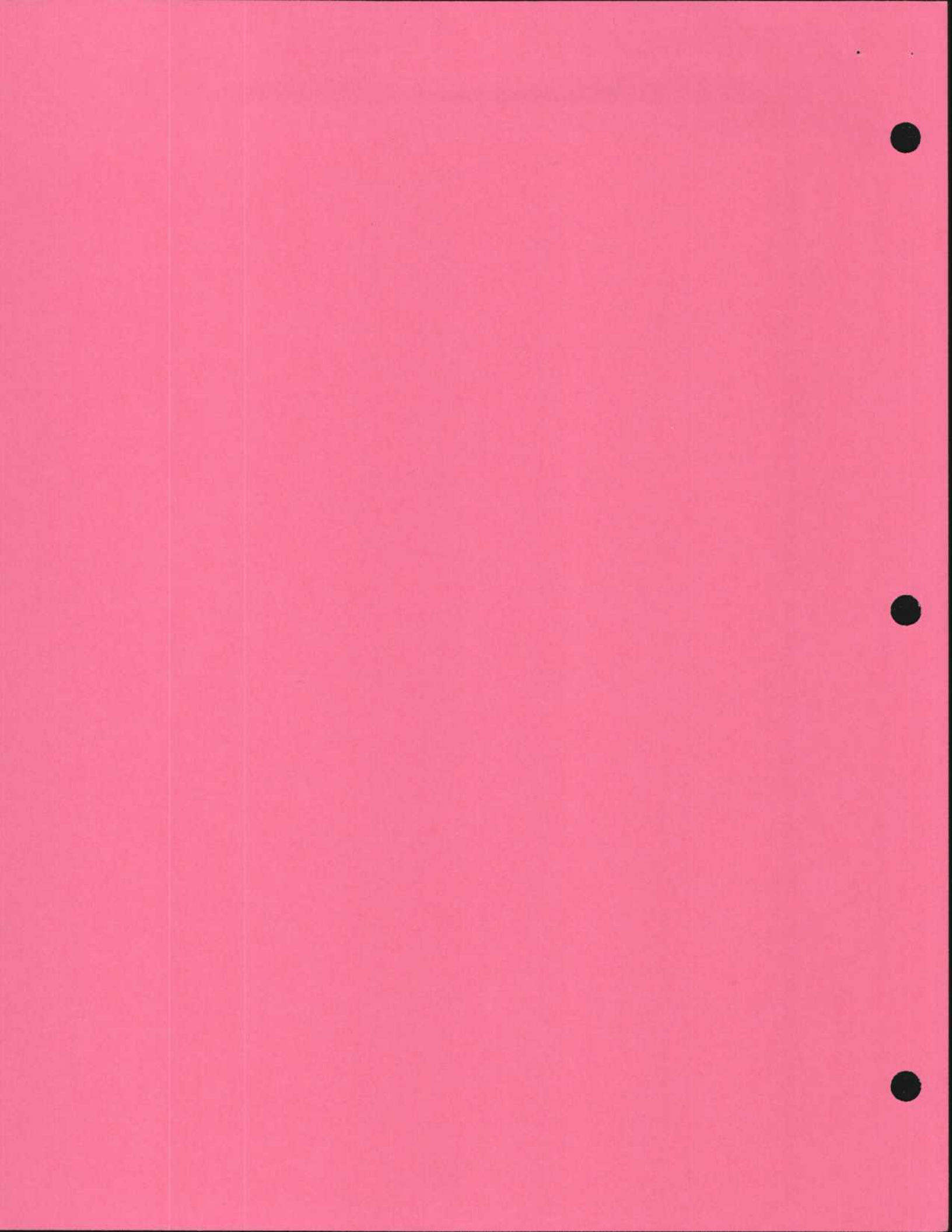


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ARTICLE I. RECOGNITION AND DUES CHECK-OFF

- A. All Secretaries, Library Paraprofessionals, Computer Lab Assistants, Playground Coordinators, Teacher/Principal Paraprofessionals, Health Care Paraprofessionals and Records Clerks, but excluding Payroll Clerk, Head Bookkeeper, Superintendent's Secretary and Assistant 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 from July 1, 1998 until June 30, 2000. Such limitations shall not apply to Western students nor 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 Association. The term "Association," when used hereafter in this Agreement, shall refer to the Western Educational Support Association.
- B. The Board hereby recognizes the Association 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.
- Further, the Board also recognizes the Western Educational Support Association's (WESA's) current affiliation with both its parent organizations which are the Jackson County Educational Association (JCEA) and the Michigan Education Association (MEA).
- C. The Board agrees not to negotiate with any employee organizations, as defined in Article I, Paragraph A, other than the Association 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. ASSOCIATION RIGHTS

- A. The Association shall have the right to use for meetings and Association business, school building facilities and equipment, including typewriters, mimeographing machines, 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 Association 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 W.E.S.A. or his/her designee to carry out Association business. If a substitute is necessary, the Association 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 Association, his/her participation in the activities of the Association 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 Association 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 Association be required to provide such information in any form other than would normally be provided to its executive Board.

ARTICLE V. AGENCY SHOP AND PAYROLL DEDUCTION

- A. All employees, as a condition of continued employment shall:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association. Such authorization shall continue in effect from year to year unless revoked in writing in August of a given year as provided for on the membership form to the Western Educational Support Association. Pursuant to such authorization, the employees shall deduct one twentieth (1/20) of such dues for the first twenty (20) paychecks beginning in September. PAC deductions, however, must be authorized on an annual basis. (It is expressly understood that the specific amount of dues may vary from member to member.)
 2. The parties recognize that the Michigan Employment Relations Commission, through its rulings and those of the Michigan courts, has made certain determinations relative to the amount and handling of agency fees, as well as necessary appeals processes relative to same. The parties pledge to recognize those rulings and precedents as controlling in the interpretation of this Article.
 3. **Agency Shop**
 - a. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days of commencement of duties or the effective date of this agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the pay checks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
 - b. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non members along with other required information may not be available and transmitted to non members until mid school year (December, January, February).

Consequently, the parties agree that the procedures in this article relating to the payment or non payment of the representation fee by non members shall be activated thirty (30) days following the Association's notification to non members of the fee for that given school year.

- c. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - (1) The employer give reasonable notice of such action to the Association and permit the Association intervention as a party if it so desires, and
 - (2) The employer gives cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
 - d. Association shall have complete authority to compromise and settle all claims which it defends under this section.
 - e. The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article V.
- B. The Association agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the provisions of Paragraph A above and to furnish any other information needed by the Board to fulfill the provisions of this Article. The Board agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.
- C. The Board shall also make payroll deduction upon written authorization from employees for deductions or any other plans or programs jointly approved by the Association and the Board. A list of these plans/programs may be secured through the payroll office.
- D. The Board will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions, other than to correct such errors. In the event of overpayment, the Association agrees to promptly refund such money as soon as is practical. In the event of underpayment, the Board agrees to promptly submit such money to the Association as soon as practical.

ARTICLE VI. EMPLOYEE RIGHTS AND PROTECTION

- A. A joint committee representing the Association (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 W.E.S.A. 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 Association.
 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 meeting result in a mutually acceptable amendment to this Agreement, the amendment shall then be subject to ratification by the Board and W.E.S.A. 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

Association 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 Association 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 Association 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 aides, 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 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. "District 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. Employees who move to any higher classification would be placed on the wage schedule as though he/she were new to the bargaining unit unless such placement would result in a decrease in his/her hourly rate. 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.
3. An employee's classification seniority date will be used to establish the wage increment steps, layoffs, staff reductions, forthcoming open positions, etc., within their current classification. An employee's district-wide seniority date will be used for all other purposes.
4. All current bargaining unit employees will be maintained on their current step of the salary schedule regardless of their newly established classification seniority date; moves to the next step of the salary schedule taking place as previously scheduled.
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:** Employees shall notify the Western School District at least ten (10) working days prior to the proposed termination date.
2. No involuntary termination, layoff, or suspension shall be given without showing just cause to the employee.
 - a. **Involuntary Termination:** 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:** In the event the work force must be reduced, administration shall strive to give thirty (30) calendar days notice, and in any event, ten (10) work days 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 and unused vacation and two (2) personal leave days' pay at the employee's current rate of pay.
4.
 - a. 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.
2. When recalling laid off employees, the following steps shall be followed:
 - a. The employee to be recalled will be telephoned.
 - b. No employee shall be forced to accept recall to a classification lower than that which was held prior to layoff. If an employee is not recalled to the same classification, said employee shall remain on the layoff list and shall continue to be eligible for recall according to the provisions of this Article. An employee must accept a recall to a position in the same classification with comparable hours. Refusal to accept this recall is 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 sixty (60) 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 W.E.S.A. 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 Association (WESA) shall be to keep each WESA employee employed to his/her full or part time status. To that end, the Board or its designee agrees to meet with WESA/JCEA/MEA 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:** 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:** The following process shall be used when a change of position becomes necessary:

1. The Board and the Association shall meet as soon as a potential change in position is anticipated to develop a mutually agreeable plan.
2. The Board and the Association 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.
3. The actions of the committee shall be limited to those reasonable under the circumstances.
4. The plan shall be in writing and include the specific actions, supporting rationale, and contingencies.
5. Changes to the plan shall be mutually agreed by the Association and the Board.
6. If the Board and the Association reach a mutually agreeable solution, the solution shall not be subject to the grievance procedure. If the Board and the Association 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. 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.

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.
2. Within the same classification, the most senior (classification seniority) employee making application shall be given a trial period of not more than twenty (20) 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.
3. 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 twenty (20) working days.

- a. 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.
 - b. 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:
 - (1) decide the candidate is capable and place him/her in the position; or
 - (2) decide the candidate is incapable and dismiss the job claim; or
 - (3) provide the candidate with a 20 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-arbitrable 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 Association (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 arbitrable 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 Association with a copy of each.
- G.
- 1. An employee may hold more than one position in the WESA bargaining unit.
 - 2. 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 August 15.

Prior to the end of each school year, the employee shall receive an assurance of employment 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, employees covered by this Agreement, who are available, within the building, qualified and capable of doing the task, as determined by the building principal, will be offered the

opportunity before outside help is called in. Every effort will be made to offer the given job or project to members of the bargaining unit within the same building in the same classification. (In no way will this clause affect the Co-op program).

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

Bargaining unit members who are available to work the overtime when offered and who are capable of performing the work will be offered the work prior to the work being offered to individuals outside the bargaining unit.

In order to be eligible for this overtime opportunity, employees must fill out an overtime availability form provided by the District.

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 discussed by October 1. These descriptions shall be further discussed by a committee comprised of equal numbers of members of the Association 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:
 - a. Job title and description;
 - b. A basic statement of required tasks and responsibilities.
 - 2. 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.
 - 3. A committee comprised of equal numbers of members of the Association 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:** 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 contact a published phone number or office 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 call in will be subject to reprimand unless said employee can give good reason for such failure. More than three (3) reprimands 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. **School Improvement Teams**

The WESA 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:

1. the composition and structure of these teams may vary from building to building and year to year;
2. employees are encouraged to participate on their School Improvement Team, yet participation is on a voluntary basis;
3. participation in the school improvement process is open to anyone desirous of participating; and
4. an employee's willingness to participate on a School Improvement Team will not negatively affect their evaluation.

H. **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. Teacher 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. Teacher 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 paraprofessionals assigned to a specific student(s) will move from one building to another as the student to which they are assigned moves from building to building. An exception will be made when two or more health care and/or classroom paraprofessionals spend the predominate time in a single classroom. In that case, the District and Union agree to provide the option to the senior (classification) employee to remain in the classroom or move with a transferring student. If a student is transferred to a program outside the Western School District, the health care position may be eliminated. Any Health Care Paraprofessional whose job is eliminated may exercise job rights as identified in Article VII.

I. **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**

1. Sick leave shall be granted at the rate of one (1) day per month worked. Three (3) of these will be advanced after the first day of employment in the new year (school year). 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.

2. All or any portion of accrued sick leave days may be used for personal illness or disability of the employee.
3. Critical or serious illness in the immediate family. Sick leave is not to be used for routine family illness but rather is reserved for serious illness of an immediate family member, usually requiring doctor's attention, or requiring the employee's presence. While there is no specific limit on these days, each situation will be judged on its own merit and the employee should be in communication with his/her principal or immediate supervisor regarding each absence. WESA and the Board agree that normal usage of these days would generally not require more than ten (10) paid work days. The immediate supervisor and/or the Superintendent 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 go on an unpaid leave at any time, 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.
4. 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.
5. An employee shall be allowed three (3) working days not to be deducted from sick leave for death in the immediate family, as defined below with the addition of aunts, uncles and cousins. If additional time is needed, upon request by the employee, the employer may grant additional time to be deducted from sick leave. Employees may use personal business days as funeral leaves for the purpose of attending the funeral of a personal friend or relative.

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

6. 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.

B. Jury Service

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.

C. Court Appearances

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.

D. Attendance of Conferences

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.

E. 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.

F. Personal Business

1. Up to two (2) days personal business leave with pay may be used by each employee yearly. Personal business means an activity that requires the employee's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. This could include among others, family illness of a non-critical nature, failure of transportation, and the usual areas of court appearance, closing on a house, religious holidays, etc. Personal Business Days cannot be used to extend a vacation period or for recreational use. It is recognized that there are occasions of personal business which the employee prefers to keep private. For this reason, for one (1) of these two (2) personal business days, no reason need be given in the request for one day. It is expected that any days used without specifying the reasons would be for the intended purpose of these days; provided, however, if the administrator has cause to believe that the day was not used for the purposes intended, the employee involved may be asked to specify his/her reason.
2. Personal leave cannot be used for any business venture, employment or source of income, or optional requests and activities. It is not for casual or indiscriminate use.

Reasonable use or personal business leave shall include:

- a. Funerals (other than those specified in Article X, Section A.)
- b. Income tax audit. Not to be used for tax preparation
- c. Wedding participant
- d. Settlement of estates
- e. Graduation ceremony in the immediate family
- f. Failure of personal transportation, commercial or public carriers to provide expected services or the official closing of highways (maximum one day)

- g. Legal business appointments that cannot be scheduled outside of regular working hours. Verification may be required
- h. Counseling, enrolling or college credit check for self, which cannot be scheduled outside of regular working hours
- i. Participation in own child's or grandchild's activities (limit one day)
- j. Closing on a house, court appearances, religious holidays, family illness of a non-critical nature
- k. Additional days for reasons beyond this list may be granted at the discretion of the appropriate administrator

Additional days without pay may be granted by the superintendent. These days will not be charged against the individual's personal leave and may not be used preceding or following a vacation period or holiday.

3. Application for a personal business day must be submitted in writing to the principal or immediate supervisor and, except for the one (1) day exception above, shall state the reason. Except in an emergency, application must be made at least three (3) school days in advance of the day requested and the principal shall approve or disapprove in writing no less than two (2) school days in advance of the day requested. Application made two (2) weeks or more prior to requested leave days shall be answered in writing within five (5) school days of submission of application. At the termination of each fiscal year, any unused personal day shall accrue and be a part of the employee's permanent sick leave.

G. Unpaid Leaves: 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.

H. **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.

I. **Other Leaves**

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

J. **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.

- K. 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.
- L. For the purposes of this Agreement, "comparable hours" are defined as any similar but not necessarily same, number of hours that will not result in a change in the employer paid insurance coverage eligibility as defined in Article XII, H. 5.

ARTICLE XI. HOLIDAYS AND VACATIONS

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.

Labor Day	February Monday if observed
Thanksgiving Day	in school calendar
Friday after Thanksgiving	Good Friday
Christmas Day	Memorial Day
New Year's Day	July 4th

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. Such day or days occur during the employee's regularly scheduled paid vacation period.
 - c. 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. Employees who are on vacation on any of the above holidays shall be entitled to one (1) additional day of vacation or an additional day's pay.
 6. 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.

B. Vacations

1. Employees shall receive the following vacation or paid time off:
 - a. Employees scheduled to work one hundred and eighty (180) to one hundred ninety five (195) days shall receive vacation pay on the following schedule based on their length of service to the District:

Years' Service From Date-of-Hire	Vacation
1 year	5 days
2 years	9 days
5 years	13 days
8 years	17 days

- b. Employees who work more than one hundred ninety-five (195) days shall receive vacation pay on the following schedule based on their length of service to the District.

Years' Service From Date-of-Hire	Vacation
1 year	6 days
2 years	11 days
5 years	16 days
8 years	21 days

(c) An employee who has been with the school district less than one (1) year shall be allowed one-half (1/2) of one (1) working day for each full calendar month of employment prior to July 1 of the first year worked.

2. Pay for vacations shall be at the employee's current hourly rate.
3. Employee's vacations will be granted at such time during the year as are suitable, considering both the wishes of the employee and the efficient operation of the school district. Ordinarily, vacations are to be taken at a time when school is not in session.
4. Vacation days shall not accumulate beyond twenty-one (21) days; however, the Board will insure that each employee takes his/her vacation.
5. If an employee is laid off or retires, he/she will receive any unused vacation days including any that were earned in the current anniversary year.
6. If an employee becomes ill and is under the care of a physician prior to beginning a scheduled vacation, the necessary absence will be charged to any accumulated sick leave and the vacation rescheduled.
7. Absence on account of sickness, injury, or disability in excess of the amount accumulated in the employee's individual sick leave bank shall be charged against accrued vacation days at the request of the employee.

ARTICLE XII. COMPENSATION

- A. Salaries of all employees covered by this Agreement are set forth in Appendix A.
- B. Time and a one half shall be paid for all time worked in excess of eight (8) hours in any one day, or for all time worked in excess of forty hours (40) in one week, for which no overtime has been paid.

1. Double time will be paid for all hours worked on Sundays and scheduled holidays. In the case of holidays, double time pay shall be in addition to holiday pay if the bargaining unit member is entitled to holiday pay for that day.
2. 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.
3. 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) days 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 he/she 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. 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.

- 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 Association prior to establishing same. In the event the Association 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 following insurance to all employees hired prior to September 1, 1998, as defined in Article XII, Section H, 5. Board furnished insurance will be available to employees hired after September 1, 1998, in Classifications I and II. An employee hired into Classifications III, IV, and V, after September 1, 1998, and transferred into Classifications I or II would then be eligible for Board furnished insurance:

- 1. MESSA PAK
Plan A
 - Super Care 1
 - Delta Dental - Plan E 004 (80/80/60):\$600
 - Life - \$20,000 AD&D
 - Long Term Disability -
 - 66-2/3%
 - \$2,500 maximum
 - 90 calendar day modified fill
 - Freeze on offsets
 - Alcoholism/drug addiction 2 years
 - Mental/nervous same as any other illness
 - Vision - VSP-2

The Board of Education will reimburse the amount of the deductible in a separate check by the last pay prior to Thanksgiving for Plan A enrollees.

or;

2. Plan B

Delta Dental - E007 (80/80/80): \$1,300

Vision - VSP-3

Life - \$30,000

Long Term Disability

66-2/3% same as above

3. 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.
4. 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, 16-29 hours per week = 50% employer-paid, and those working less than 16 hours do not receive employer-paid fringe benefits.
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 they elect to change the work hours to some lower amount than presently scheduled, that no employee in the bargaining unit for the life of this agreement shall be reduced in the percentage paid of their insurance premiums.
8. The Western Board of Education and the Association 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:** 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, 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	12%
23-25	14%
19-22	16%
15-18	18%
10-14	12%

ARTICLE XIII. EVALUATION

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

1. 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).
2. 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.

3. 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.
4. 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.
5. 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 Association 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 Association.

B. Definition

A "grievance" is a claim by an employee, a group of employees, or the Association, 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 Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association 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) Association 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 Association within ten (10) working days of the receipt of the Level One answer. An Association grievance shall be signed by the Association President and one (1) Association Representative.
- b. The immediate supervisor shall hold a meeting of the grievant(s) and the grievant(s) Association 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 Association 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) Association Representative within ten (10) working days of receipt of the grievance.
- c. The Superintendent shall render written decision to the grievant(s) and the Association 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) days notice, the Board of Education shall convene a hearing with the grievant(s) and the Association 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 Association within ten (10) working days of the hearing.

5. **Level Five**

- a. If the Association 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 Association, be submitted to arbitration.
- b. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association 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 Association 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 Association, 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 Association. Provided further, when an employee is not represented by the Association, the Association 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 Association 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 Association 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 Association for expedited arbitration. The expenses of the arbitrator shall be shared equally by both parties.

ARTICLE XVI. DURATION OF AGREEMENT

AGREEMENT

WESTERN BOARD OF EDUCATION

AND

WESTERN EDUCATIONAL SUPPORT ASSOCIATION

Entered into this 6th day of August, 1998, and effective July 1, 1998 to June 30, 2000.

By: Sally Masonde
JCEA President

By: Kenneth R. Beardlee
Board of Education -
President

By: Sally A. Bennett
WESA President

By: Lillian B. Guilds
Board of Education -
Secretary

By: Patricia Kohler
Chief Negotiator

By: Blaine C. Goodrich
Chief Negotiator

By: Virginia England
Team Member

By: T. Druzer
Team Member

By: Shari Phillips
Team Member

By: Craig A. Younkman
District Superintendent

By: Sandra Prayle
Team Member

LETTER OF AGREEMENT

BETWEEN

WESTERN SCHOOL DISTRICT

AND

WESTERN EDUCATIONAL SUPPORT ASSOCIATION/JCEA/MEA

The parties agree that Delores Barber and Virginia England, who currently receive one hundred percent (100%) employer paid benefits, will continue to receive such benefits as long as they are full-time employees of the Western School District.

APPENDIX A

SALARY SCHEDULE

Effective July 1, 1998, the pay rates for all bargaining unit members shall be as follows:

CLASSIFICATION	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	7 YEARS	7 YEARS Effective 1-01-99
Class I Secretaries	11.00	11.50	12.00	12.25	12.50	13.10	13.50
Class II Library Parapro, Record Clerks, Computer Lab Parapros	9.25	9.50	9.75	10.25	10.75	11.00	11.40
Class III Teacher/Principal Parapros	8.50	8.75	9.00	9.40	9.90	10.10	10.50
Class IV Health Care Parapros	8.50	8.75	9.00	9.40	9.90	10.10	10.50
Class V Playground Parapros	8.05	8.30	8.60	8.90	9.20	9.45	9.50

1. All wage increments will be honored on the employee's anniversary date of hire.
2. Each employee shall be paid for all hours worked and all paid time off as authorized by this Agreement.
3. Each employee will be given the calculation of their annual salary prior to the first pay day. Employees may select twenty-one (21) or twenty-six (26) pays. If no request is received at least two (2) weeks prior to first pay due, they will be set up on twenty-one (21) pays per year.
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 a salary level in excess of that earned through actual experience.

APPENDIX A

SALARY SCHEDULE

The 1999-2000 wage scale change is to be computed as follows:

1. Compute the 1998-1999 "Total Cost of Compensation for the Bargaining Unit" by determining the total paid by the Western School District toward wages, insurance, FICA and retirement for all bargaining unit employees during the 1998-1999 school year.
2. Increase the 1998-1999 "Total Cost of Compensation for the Bargaining Unit" by the rate of increase per student in the State of Michigan Foundation Allowance. In such case that this rate shall be less than one percent (1%), a factor of one percent (1%) shall be used. This figure will be the 1999-2000 "Total Cost of Compensation for the Bargaining Unit."
3. Deduct from the 1999-2000 "Total Cost of Compensation for the Bargaining Unit" the actual 1998-1999 total paid by the District for wages, insurance, FICA and retirement. The remaining figure will be the amount available for wage, insurance, FICA and retirement increases, but not step increments or increases. The Board of Education will remain financially responsible for step increments or increases.
4. This remaining figure will be applied to the 1998-1999 wage schedule and/or insurance/retirement/FICA costs in a manner at the sole discretion of the union representatives. It may be spent for wages, insurance, FICA and/or retirement but must cover all increases in insurance, FICA, and/or retirement unless the Union specifically agrees to "CAP" increased insurance costs and subsequently pass those costs on to the individual employees. This remaining figure may be spread uniformly or non-uniformly at the sole discretion of the Union.

**WESTERN EDUCATIONAL SUPPORT
ASSOCIATION**

APPENDIX B: GRIEVANCE FORM

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: _____

Association Rep

Grievant's 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

Association Response to Principal's Disposition: _____

_____/_____/_____/_____
Grievant Signature / Date / Association Signature / Date
(Copies to: Principal, Grievant, WESA)

LEVEL 3 (Superintendent)

E. Date of Transmittal to Superintendent: _____

Date of Meeting Between Superintendent,
WESA and Grievant: _____

Disposition by Superintendent: _____

_____/_____
Superintendent's Signature / Date

Association Response to Superintendent's Disposition: _____

_____/_____
Grievant Signature Date Association Signature Date

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

LEVEL 4 (Board of Education)

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

Date of Hearing: _____

Disposition by Board of Education: _____

_____/_____
Signature Date

Association Response to Disposition by Board: _____

_____/_____
Grievant Signature Date Association Signature Date

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

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 C. W.E.S.A. 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 | 4. IS IMPROVING - Self-explanatory |
| 2. VERY GOOD - Exceeds requirements of position | 5. POOR - Needs improvement (please explain) |
| 3. AVERAGE - Meets requirements of position | 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 backgrounds.

VII. The degree that the employee relates to teachers, principals, and other adults in the building.

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





