

AGREEMENT

between

**WEST SHORE EDUCATIONAL SERVICE DISTRICT
and
WEST SHORE EDUCATIONAL SERVICE DISTRICT EMPLOYEES
CHAPTER OF LOCAL 2389**

affiliated with

MICHIGAN COUNCIL #25, AFSCME, AFL-CIO



Effective: July 1, 2018– June 30, 2023

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AGREEMENT

This Agreement entered into this 16th day of August, 2018 between the West Shore Educational Service District (hereinafter referred to as the “EMPLOYER”) and the West Shore Educational Service District Employees’ Chapter of Local 2389, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to as the “UNION”).

NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer’s success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, (commonly referred to as the Public Employment Relations Act) the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

Secretary
Custodial/Maintenance
Transportation Dispatch/Maintenance & Student Support Specialist
Office Professional
Paraprofessional/Health Care Aides
Health & Safety Bus Aides/General Bus Aides
Bus Drivers
CTE Para-Professionals (Instructional Aides)

Physical Therapy Assistants
Behavior Consultant Assistants
Certified Occupational Therapy Assistant/Licensed
Registered Nurse

ARTICLE 2

MANAGEMENT RIGHTS CLAUSE

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan Revised School Code, or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its programs, services, equipment, facilities and its operations and to direct the working forces and affairs of the District.
- B. Continue its rights of assignment and direction of personnel, determine the number of personnel, the number of hours worked by bargaining unit members and scheduling of all the foregoing, and the right to establish, modify or change any work or school hours or days, unless otherwise specifically provided for in this Agreement.
- C. The right to direct the working forces, including the right to hire, promote discipline or suspend and discharge employees (subject to the provisions in Article 8 of this Agreement), transfer employees, assign work or duties to employees, evaluate employees, and to determine the size of the work force and to lay off employees.
- D. Adopt, revise and enforce work rules and regulations governing the conduct of employees and to define and re-define job content and position descriptions.
- E. Determine the qualifications of employees, including the essential job functions of positions within the bargaining unit.
- F. Determine the extent and existence of educational programming and operation including the establishment or relocation of programs, buildings, or departments thereof and the relocation or closing of programs, departments, buildings, other facilities, services or third party service contracts.
- G. Determine the financial policies, including all accounting procedures and recordkeeping requirements.
- H. Determine policies affecting the selection, testing or training of employees.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

ARTICLE 3

NO STRIKE PLEDGE

The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employees take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action.

The Employer agrees that during the term of this Contract there will be no lockout.

ARTICLE 4

UNION REPRESENTATION

- A)** The Steward(s) or Officer(s), during their working hours, without loss of time or pay, shall be allowed a reasonable amount of time for the purpose of investigating and presenting grievance(s) and/or complaints to the Employer. Said release time shall

be granted by the Administrative Supervisor unless the release time conflicts with Union official's job; however, time must be granted as soon as possible.

- B)** The Union shall furnish the Employer with written notice of the names of the Chapter Chairperson and Steward(s) and any changes thereof.

ARTICLE 5

SPECIAL CONFERENCE

- A)** Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 A.M. and 4:00 P.M. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.
- B)** The Union representative may meet at a place designated by the employees on the Employer's property for at least one-half hour immediately preceding the conference with the representative of the Employer for which a written request has been made.

ARTICLE 6

GRIEVANCE PROCEDURE

A) Definition of a grievance:

A grievance is a claim by an employee or the Union that there has been an alleged violation of the provisions of this Agreement. The grievance must cite the contract provision(s) alleged to have been violated; specify the facts and occurrences underlying the grievance(s) including the date of the alleged violation(s); and specify the relief requested in the grievance(s). The grievance must be signed and dated by the grievant or the Steward.

Any matter for which there is an administrative procedure established by law (i.e., EEOC, MERC, etc.) will not be subject to the grievance procedure.

B) Any employee having a grievance in connection with his/her employment shall present it to the Employer as follows:

Grievance Procedure

Step 1

- 1) The employee and/or the Steward shall discuss the grievance with the Administrative Supervisor.

- 2) If the matter is not hereby disposed of in (1) above, it must be presented, in writing, by the grievant or the Steward to the Administrative Supervisor within five (5) working days of the occurrence, or knowledge thereof.

- 3) The Administrative Supervisor shall respond to the grievance in writing within five (5) working days of receipt of the written grievance and said response shall be submitted to the grievant or the Steward

Step 2

- 1) If the matter is hereby not disposed of at Step 1, within five (5) working days from the issuance of the Administrative Supervisor's response, it may be submitted in written form by the Union's Chapter Chairperson to the Superintendent. Upon receipt of the grievance(s), a meeting shall be arranged between the parties to discuss the grievance(s)
- 2) The Superintendent shall answer the grievance in writing within ten (10) working days after the meeting.

Step 3

- 1) If the matter at Step 2 is not satisfactorily resolved and the Union wishes to carry it further, they shall refer the matter to the Union's Council 25 within thirty (30) calendar days after the reply at Step 2 is due. In the event the Union's Council 25 wished to carry the matter further, it shall within thirty (30) calendar days from the date of the Employer's last answer at Step 2 notify the Employer of its intent to arbitrate.

Upon receipt of the Union's notice of intent to arbitrate, a meeting shall be scheduled between the Employer and the Union for the purpose of attempting to resolve the grievance(s) and/or select an arbitrator.

- 2) In the event they cannot agree upon an arbitrator, the Union shall submit the demand for arbitration within ten (10) days to the American Arbitration Association and thereafter it shall be handled in accordance with their rules and procedures.
- 3) The Arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer. The arbitrator shall make his/her judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of the Agreement, nor shall they have the right to hear or make a decision on the termination of services or failure to reemploy any probationary employee. No award by an arbitrator shall be retroactive to more than ten (10) working days prior to the date the grievance is initially processed at Step 1, (2).
- 4) The fees and cost of the arbitrator shall be shared equally by the Employer and the Union

C) Time Limitations:

Any grievance not answered within the time limits by the Employer shall be advanced to the next step of the grievance procedure.

Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of management's last answer.

The time limits in this Article may be extended by written mutual consent.

COMPUTATION OF BACK WAGES

The amount of back wages due an employee will be reduced by unemployment compensation or other benefits received by the employee, as well as amounts that were earned.

ARTICLE 7

EVALUATIONS

A written evaluation will be done by the Administrative Supervisor and/or the Superintendent a minimum of once every other school year for each non-probationary employee. A post-evaluation conference will be held within ten (10) working days of receipt of the written evaluation.

ARTICLE 8

DISCHARGE AND DISCIPLINE

- A)** The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the Steward in the District of the discharge or discipline.
- B)** The discharged or disciplined employee will be allowed to discuss the discharge or discipline with the Steward of the District and the Employer will make available an area where s/he may do so before s/he is required to leave the property of the Employer. Upon request, the Administrative Supervisor and/or Superintendent will discuss the discharge or discipline with the employee and the Steward.

- C)** Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, a grievance shall be presented in writing through the Steward at Step 1 of the grievance procedure.
- D)** In imposing any discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than three (3) years previously nor impose discipline on an employee for falsification of employment application after a period of three (3) years from his/her date of hire, excluding issues involving morals or conviction of a felony.
- E)** No non-probationary employee will be discharged or disciplined without just or reasonable cause.

ARTICLE 9

SENIORITY

- A)** New employees hired in the unit shall be considered as probationary employees for the first ninety (90) days of their employment scheduled and worked. The ninety (90) working days probationary period shall be accumulated within not more than one hundred eighty (180) calendar days. When an employee completes the probationary period s/he shall be entered on the seniority list of the unit and shall rank for seniority from the first day s/he reported for work to begin his/her employment.
- B)** The Union shall represent probationary employees for the purposes of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement.
- C)** Seniority shall include all employees of the District in this bargaining unit. Seniority

shall be on a combined ESD employee wide basis in accordance with the employee's last date of hire and their classification.

- D)** Employees holding all four of the classifications of Para-Professional, Health Care Aide, Health & Safety Bus Aide and General Bus Aide shall maintain seniority rights in each of the four aide classifications equally providing job requirements as determined by the Employer have been and continue to be met. Unless otherwise provided for in this Agreement, employees holding the classification of Para-Professional, Health Care Aide, Health & Safety Bus Aide and General Bus Aide shall not lose any one of the four aide classifications due to not working within a classification.
- E)** New hires shall not hold all four (4) classifications of Para-Professional, Health Care Aide, Health & Safety Bus Aide and General Bus Aide if hired for any one (1) of these four (4) positions. New hires shall hold the seniority in classifications of Para-Professional and Health Care Aide if hired in either capacity providing job requirements, as determined by the District, have been met and continue to be met. New hires shall hold the classifications of Health & Safety Bus Aide and General Bus Aide if hired in either capacity providing job requirements, as determined by the District, have been met and continue to be met. Administration reserves the right to exercise discretion with regard to this classification determination.
- F)** In reference to Article 25, Leaves of Absence, employees shall retain, but not accrue, seniority while on unpaid leaves of absence, for periods not to exceed one (1) year, for the purpose of serving in any appointed position for the Union or Educational leave (work related).

Employees shall accrue seniority while on unpaid leaves of absence, for periods not

to exceed one (1) year, for Childbirth/Childcare or Illness or disability (including job related disabilities) which are supported by the appropriate verification from licensed professionals.

Employees shall retain, but not accrue, seniority for any leave of absence granted in excess of one (1) year.

- G)** Employees shall accrue seniority during periods of layoff, not to exceed two (2) years from the date of layoff.

LOSS OF SENIORITY

An employee shall lose their seniority for the following reasons only:

- A)** Employee quits.
- B)** Employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C)** Employee is absent for three (3) consecutive working days without notifying the Employer.

After such absence, the Employer will send written notification to the employee at their last known address that they have lost their seniority, and their employment has been terminated. The Employer may exercise discretion in determining loss of seniority. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.

- D)** If the employee does not return to work when recalled from layoff as set forth in the recall procedure. The Employer may exercise discretion in determining loss of seniority.
- E)** If the employee is not recalled for two (2) years from the date of layoff, their

employment status shall be terminated. For the purpose of this clause, employment as a substitute for short periods of time not to exceed thirty (30) consecutive working days shall not constitute a recall.

SENIORITY LIST

- A)** The Employer shall provide a seniority list within (30) days after the effective date of this Agreement showing the name, address, date of hire, and classification of each employee of the unit entitled to seniority (most senior employee being first on the list and so on). Such list shall be posted on the bulletin board in the building and the Employer further agrees to provide the Chapter Chairpersons and the designated financial officer of Michigan Council 25 with a copy of the seniority list and any changes thereof in writing by the tenth (10) of the month following any such change. Any objections to the accuracy of the seniority list must be presented in writing to the Employer within thirty (30) days of delivery of the list to the Union.
- B)** The Employer will keep the seniority list up to date and will provide the designated officer of Michigan Council 25 with the up-to-date copy once a year.

ARTICLE 10

LAYOFF DEFINED/PROCEDURE

- A)** The word "layoff" means a reduction in the working force.
- B)** The order of layoff shall be on a seniority basis within the classification with probationary employees being laid off first and then employees with the least seniority thereafter as defined in Article 9 (C).
- C)** Employees to be laid off shall be given at least seven (7) calendar day's written

notice of layoff. The Chapter Chairperson shall receive a list of the employees to be laid off on the same day the notices are issued to the employees. Health Care Aides and Health & Safety Bus Aides will be allowed three (3) consecutive days of work whenever the student assigned to them is not present in school. Commencing the fourth day, the Health Care Aide, or Health & Safety Bus Aide will not report to work and will not be required to report until or unless the student returns to school. Such absence will be without pay notwithstanding appropriate request of vacation time. If it is determined that the student will be absent for a period to exceed thirty (30) calendar days, Administration will effect an official layoff to coincide with the thirty (30) calendar day provision.

- D)** Upon receipt of the layoff notice, an employee shall have the right within seven (7) calendar days to bump a less senior employee (as defined in Article 9 (C)) in a different classification provided the employee has the ability and qualifications to perform the work required without a training period. Provided, however, to be eligible to bump into the bus driver classification, s/he must be certified. Additionally, if an employee is granted the right to bump and it is thereafter established that s/he does not possess the ability or qualifications to perform the required work without a trial or training period, the Employer shall have the right to remove them from the position and place them on layoff.
- E)** Normal times of the year when classes are not in session (i.e., Christmas, Spring Break, and Summer Recess) shall not constitute a layoff within the meaning of this Article.

ARTICLE 11

RECALL PROCEDURE

If the workforce is increased and any employees are on layoff, within the period of their layoff rights (2 years), employees shall be recalled according to seniority (as defined in Article 9 (C)) including employees who bumped in order to avoid layoff with the most senior employee in the classification where the work is being restored being recalled first. Notice of recall shall be sent to the employee at his/her last known address by certified mail. If an employee fails to report for work within five (5) working days from date of mailing notice of recall, s/he shall be considered a quit. For the purpose of this clause, employment as a substitute for short periods of time not to exceed thirty (30) consecutive working days shall not constitute a recall.

ARTICLE 12

TRANSFERS

A) If an employee is transferred to a position not included in the collective bargaining agreement for a period not to exceed one year, and is thereafter transferred again to a position within the unit, s/he shall have accumulated seniority while working in the position to which s/he was transferred.

If an employee is transferred to a position not included in the collective bargaining agreement for a period in excess of one year, s/he shall lose his/her accumulated seniority.

B) If and when programs and/or departments are transferred from one building location to another building location for a period of more than seven (7) working days, employees affected will be given the opportunity to transfer on the basis of

seniority and classification. Location exchange will be considered in such cases.

- C)** The Employer agrees that in any movement of work not covered above in (A) and (B), s/he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.
- D)** In the event an employee, covered by this agreement and hired prior to July 1, 2018, is displaced from their position, even if there is no workforce reduction, the employee shall be permitted to bump a less senior employee within the same or different classification within the bid positions, provided the employee has the ability and qualifications to perform the work required without a training period. Provided, however, to be eligible to bump into the bus driver classification, s/he must be certified.

ARTICLE 13

JOB POSTING AND BIDDING PROCEDURE

- A)** Employees hired on or after July 1, 2018 are not eligible to bid; refer to paragraph I) regarding Employee Assignment Preference. At least one (1) week prior to the start of each academic school year, a meeting, called by Administration, will be held for employees within their classification to bid by seniority (most senior first) on an assignment as posted by Administration. Attendance at the bidding meeting is required; however, exception may be made if proper notice is given. Employees in attendance at the bidding meeting will receive compensation at their current rate for not more than three (3) hours.

There shall not be a trial or training period once an employee has selected a posted assignment. Career Technical Education employees- shall be excluded from the annual bid process and the right to bid within classification.

For those employees in the classification of Bus Driver, Health & Safety Bus Aide and General Bus Aide an increase or decrease of three (3) or more hours per week as assigned in accordance with (A) above constitutes a change significant enough to allow the Bus Driver, Health & Safety Bus Aide and General Bus Aide to exercise their seniority rights within their classification for a change in assignment.

B) All permanent vacancies and newly-created positions, which includes a position that exceeds ninety (90) consecutive working days, within the bargaining unit shall be filled on the basis of seniority and qualifications. All job vacancies and/or newly-created positions will be posted for a period of seven (7) calendar days, setting forth the position, the location, the job description and the minimum requirements for the position in a conspicuous place in each building within ten (10) calendar days from the date the vacancy and/or newly created position exists. In addition to the posting, notice of vacancies shall be available on the West Shore ESD website. Employees interested in applying for the position shall make application as per posting within the seven (7) calendar days' period. The senior employee applying for the position who meets the minimum requirements shall be granted a two (2) week trial period to determine:

- 1) Their desire to remain on the job;
- 2) Their ability to perform the job;

The position vacated through compliance with this Section shall not be construed to be a newly-created position or vacancy, shall not be subject to the posting requirements as herein provided, and thereafter shall be filled from the recall list if applicable.

C) In the event the senior applicant(s) is denied the position, reasons for the denial

shall be given in writing to the employee(s). In the event the senior applicant(s) disagrees with the reasons for denial, it shall be proper subject for the Grievance Procedure.

- D)** The Employer shall provide the Union's Chapter Chairperson with a copy of each job posting, a copy of the applications for the position if requested, and to whom the position was awarded.
- E)** All vacancies and/or newly created positions shall be awarded or denied within ten (10) calendar days from the end of the posting period.
- F)** During the two week trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons will be submitted to the employee in writing by the Employer with a copy to the Union. The matter may then become a proper subject for the second step of the Grievance Procedure.
- G)** During the trial period, the employee will receive the rate of pay of the job they are performing.
- H)** In the event a problem arises with an employee which cannot be resolved with discussions between the parties, a conference shall be held between the affected employee(s), the teacher, if involved, the Administrative Supervisor, and the Union in an attempt to resolve the problem. If the problem remains unresolved, the Administrative Supervisor may transfer the employee(s) to another position within the classification provided there is no loss or change in hours, pay or work year.
- I)** Employees hired on or after July 1, 2018, Management shall have the right to fill vacancies and transfer employees within the bargaining unit. Employees wishing to be considered for an assignment may reflect such preferences on the

“Employee Assignment Preference” form (Attachment A). The completed form must be delivered to the human resources office by May 31 for the upcoming school year.

The right of determination of employee assignment and to fill posted vacancies is vested with the District’s designated representatives. The parties recognize that assignment changes may be necessary. When the District assigns/reassigns an employee or fills a posted vacancy, it shall take into consideration the preferences of the employee, instructional requirements, and best interests of the students and the school system, the qualifications of the employee and seniority. Any proposed assignment/reassignment shall be discussed with the employee affected prior to the commencement of the assignment/reassignment. Assignment/reassignment of an employee from his/her present assignment to another classroom assignment shall be made in a reasonable, sensible, thoughtful and unbiased manner. Assuming equal qualifications of applicants, preference will be given first to those applicants within the classification, then to those on layoff from that classification, then to the most senior employee covered under this agreement, then to all others. If an employee is to be reassigned, he/she shall have the right upon written request to an explanation from the administrator of the educational unit. If the most senior person in the classification is not selected for a posted vacant position, he/she may request an explanation from the administrator of the educational unit.

Management reserves the right to assign/reassign employees from one position to another within the same classification to best fill the needs of the students and of the system as a whole. Said assignments/reassignments shall be permitted without the necessity of posting contained in this Article.

- J)** All summer programs shall be offered by seniority within classification first, and thereafter shall be offered bargaining unit wide to those employees who meet the requirements for the assignment and are willing and able to perform such work. The awarding and acceptance of a summer position shall not result in the gain or loss of a classification.

ARTICLE 14

TEMPORARY ASSIGNMENT

- A)** Temporary assignments within a classification which result in an increase of hours for the purpose of filling vacancies of employees who are on an “extended absence”, will be granted to the senior employee in the classification who meets the requirements for the assignment and is willing and able to perform such work. “Extended absence” shall be defined as an absence in excess twenty-five (25) consecutive working days as supported by relevant documentation. The temporary assignment shall commence on the first day of said absence, if it is known at the outset of the absence that the duration of the absence will exceed twenty-five (25) consecutive working days. If the duration of the absence is unknown the temporary assignment will commence at the earliest date feasible after the twenty-five (25) consecutive days of absence has occurred.
- B)** Temporary assignments not filled from within classifications 4 through 7 as set forth in Article 18 (A), Working Hours, and which result in an increase of hours for the purpose of filling vacancies of employees who are on an extended absence as defined in (A) above, shall be offered to employees outside the classification where

the vacancy occurs and will be granted to the senior employee who meets the requirements for the assignment and is willing and able to perform such work.

- C)** The position vacated through compliance with (A) or (B) above shall not constitute a subsequent vacancy causing a domino effect, and may be assigned to a person outside the bargaining unit (substitute, on call only).
- D)** Temporary assignments shall not exceed ninety (90) consecutive working days. Temporary assignments which exceed ninety (90) consecutive working days shall constitute a permanent vacancy and shall be posted and, thereafter, filled as set forth in Article 13 Job Posting and Bidding Procedure.
- E)** The awarding and acceptance of a temporary assignment shall not result in the gain or loss of a classification.
- F)** Employees granted a temporary assignment in accordance with the provisions herein shall receive their current rate of pay, and shall work the regularly scheduled days and hours of the temporary assignment. Sick leave requested in accordance with Article 25, Sick Leave, while working in the temporary assignment, shall be paid at the employee's current rate of pay based on the regularly scheduled hours of the assignment. Vacation days, personal days, bonus days and holidays shall be paid at the employee's current rate of pay based on the regularly scheduled hours of their regular bid assignment.
- G)** The CTE Para-Professional (Instructional Aide) classification shall not be subject to the provisions of Article 14, Temporary Assignment.

ARTICLE 15

RATES FOR NEW JOBS

When a new job is created by the Employer and cannot be properly placed in an existing classification, the Employer will notify the Union in writing of the proposed classification, job description, and rate of pay. In the event the Union does not agree that the description and/or rate of pay is proper, it shall within ten (10) calendar days thereafter give written notice to the Superintendent identifying the areas of dispute. Thereafter it shall be subject to negotiations.

ARTICLE 16

UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

- A)** Notices of recreational and social events.
- B)** Notices of elections.
- C)** Notices of results of elections.
- D)** Notices of meetings.

ARTICLE 17

SAFETY COMMITTEE

A safety committee is hereby established. The unit member (or steward) will address the safety concern with the corresponding Program Supervisor/Principal. In the event the concern cannot be addressed without obtaining additional information, a meeting shall be scheduled by mutual consent during regular daytime working hours for

the purpose of making recommendations to the Employer.

In the absence of the Program Supervisor/Principal, the unit member (or steward) will notify the Program Director, the Assistant Superintendent of Business Services or the Director of Human Resources, respectively, of the safety concern.

If the unit members do not deem the safety concern resolved with the corresponding Program Supervisor/Principal, they (or the steward) may notify the Program Director, the Assistant Superintendent of Business Services or the Director of Human Resources, respectively, of the safety concern.

ARTICLE 18

WORKING HOURS

A) The normal work day shall be as follows:

Calendar Year (12-month) Employees:

- | | | | |
|----|--|---|--|
| 1. | Secretary | - | Seven (7) or more consecutive hours per day. |
| 2. | Transportation Dispatch/
Maintenance & Student Services
Specialist | - | Seven (7) or more consecutive hours per day |
| 3. | Custodial/Maintenance | - | Six (6) or more consecutive hours per day |

School Year Employees:

- | | | | |
|----|--|---|--|
| 4. | Office Professional | - | Six (6) or more consecutive-hours per day. |
| 5. | Para-Professionals/
Health Care Aides/
Behavioral Consultant Assistant | - | Not less than the program instructor's normal work day as determined by Administration |

- | | | | |
|----|---|---|---|
| 6. | Health & Safety Bus Aides/
General Bus Aides | - | A.M. pick-up and P.M. take-home runs shall pay a minimum of one and one-half (1-1/2) hours per route. Mid-day runs shall pay a minimum of one (1) hour per route. |
| 7. | Bus Drivers | - | A.M. pick-up & P.M. take-home runs shall pay a minimum of one and one-half (1-1/2) hours per route. Mid-day runs shall pay a minimum of one (1) hour per route. |
| 8. | Career and Technical (CTE)
Para-Professionals
(Instructional Aides) | - | The normal work day shall be determined by Administration |

Licensed/Certified (required) Employees

- | | | | |
|-----|---|---|--|
| 9. | Physical Therapy Assistant (PTA)- | | Six (6) or more consecutive hours per day |
| 10. | Certified Occupational
Therapy Assistant/Licensed (COTA/L) | - | The normal workday shall be determined by Administration |
| 11. | Registered Nurse | - | The normal workday shall be Determined by Administration |
| 12. | Behavior Consultant Assistant | - | The normal workday shall be Determined by Administration |

Start and end times of the work day and work year shall be determined by Administration.

The normal work day for posted part-time positions shall be not less than one-half (1/2) of the normal work day hours within each classification.

- B)** Each employee shall be allowed one (1) unpaid hour off for lunch each day, not

included as part of the regular workday, except for employees with assigned lunch room duties which shall be considered as a part of their regular work day, the Custodial/Maintenance staff as set forth in (G) of this Article, and the Office Professional as set forth in (I) of this Article.

- C)** Each employee scheduled to work six and one-half (6 1/2) hours or more per day, with the exception of Bus Drivers and Health & Safety Bus Aides/General Bus Aides, shall be allowed two (2) rest-breaks as a part of the regular work day not to exceed fifteen (15) minutes each. Employees scheduled to work less than six and one-half (6 1/2) hours per day, with the exception of Bus Drivers and Health & Safety Bus Aides/General Bus Aides, shall be allowed one (1) rest-break as a part of the regular work day not to exceed fifteen (15) minutes. Bus Drivers and Health & Safety Bus Aides/General Bus Aides working five and one-half (5 ½) hours or more per day shall be allowed two (2) rest-breaks as a part of the regular work day not to exceed fifteen (15) minutes each. Bus Drivers and Health & Safety Bus Aides/General Bus Aides working less than five and one-half (5 ½) hours per day shall be allowed one (1) rest-break as a part of the regular work day not to exceed fifteen (15) minutes. Rest-breaks may be scheduled by Administration.
- D)** The work year for less than twelve (12) month employees shall be a minimum of one (1) day before the first day of student instruction, plus the number of student days of instruction, plus one (1) day after the last day of student instruction, plus up to five (5) days of professional development as determined by Administration.
- E)** The work week for all employees shall be Monday through Friday unless otherwise mutually agreed.
- F)** Employees shall be paid for actual time worked.

- G)** The evening custodial/maintenance staff shall have a one-half (1/2) hour paid lunch break included as part of the normal work day and cannot leave the premises during said lunch period.
- H)** The Certified Occupational Therapy Assistants/Licensed (COTA/Ls) and Physical Therapy Assistant's (PTAs) (lunch (not to exceed one-half (1/2) hour) and rest-breaks (not to exceed one-quarter (1/4) hour) shall be scheduled during times of the day as the schedule of work permits.
- I)** The Office Professional shall have a one-half (1/2) hour unpaid lunch break not included as part of the normal work day.
- J)** The hours of work per day for employees in the classification of Bus Drivers and Health & Safety Bus Aides/General Bus Aides shall be determined by route(s) as established by the Transportation Supervisor. A route shall be a run or series of runs as determined by the Employer.

For purposes of early dismissals and/or delayed starts due to weather and/or school calendar adjustments, scheduled route times may be adjusted and/or routes may be combined and/or routes may be eliminated, at the discretion of the Employer, based on student location needs and/or safety concerns. For purposes of early dismissals and/or delayed starts due to weather, seniority within the classification will be considered for such adjustments, when feasible.

- K)** Extra-duty assignments within the classification of Bus Drivers shall be offered, on the basis of seniority on a weekly rotation basis, to the extent the extra-duty assignment does not result in overtime and is economically feasible, at the discretion of the Employer. Exchanging a regularly scheduled route for an extra-

duty assignment shall not result in a domino effect.

- L)** Bus Drivers shall be paid one-quarter (1/4) hour per regularly scheduled day as bid for the purpose of fueling their assigned bus. Bus Drivers shall be paid one-quarter (1/4) hour per regularly scheduled day as bid for the purpose of washing/cleaning their assigned bus.

In the event the Transportation Supervisor determines that a Bus Driver does not regularly fuel their assigned bus, the additional one-quarter (1/4) hour per regularly scheduled day as bid shall be reassigned. In the event the Transportation Supervisor determines that a Bus Driver does not regularly wash/clean their assigned bus, the additional one-quarter (1/4) hour per regularly scheduled day as bid shall be reassigned.

ARTICLE 19

OVERTIME

- A)** Time and one-half will be paid as follows:
 - 1) For all hours worked over forty (40) in one week.
 - 2) For Saturday as such (unless otherwise mutually agreed).
- B)** Double time will be paid as follows:
 - 1) For all hours worked on Sunday.
 - 2) For all hours worked on holidays that are defined in the Agreement in addition to holiday pay.
- C)** Time and one-half and double time shall be divided as equally as possible among all employees in the same classification.
- D)** An employee reporting for overtime duty, as requested by the Employer, shall be guaranteed at least two (2) hours pay in accordance with the provisions herein.

ARTICLE 20

EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

- A)** Employees will be granted a leave of absence for military service (including reserve service) in accordance with applicable state and federal laws. An employee's return from leave of absence for military leave will also be governed by pertinent state and federal laws.
- B)** Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the District when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

ARTICLE 21

LEAVES OF ABSENCE

- A)** Unpaid leaves of absence for periods up to one (1) year shall be granted, without loss of seniority for:
1. Serving in any appointed position for the Union.
 2. Childbirth/Childcare.
 3. Illness or disability of the employee (including job related disabilities) which are supported by the appropriate verification from licensed professionals.
 4. Educational leave (must be work related).
- B)** Employees will notify the Employer, in writing, not later than thirty (30) calendar days prior to the anticipated date of desired leave. Extenuating circumstances will

be considered for requests made under Section A, (3), Illness Leave.

- C)** At the expiration of a leave of absence an employee shall be returned to the position they held at the time the leave was granted or to a position to which his/her seniority and classification entitles him/her.

An employee who does not return at the end of an approved leave of absence or whose leave is not approved for extension shall be considered a voluntary resignation and shall have no further employment rights under this Agreement.

- D)** Union officers or elected representative members shall be allowed time off to attend a function of the International Union, such as conventions or educational conferences. An accumulated maximum of four (4) days per school year, without loss of time or pay, upon prior notification written by the Chapter Chairperson to the Superintendent.

- E)** Notwithstanding any other provision of this Agreement, the Employer reserves the right to exercise those options available to it under the Family Medical and Leave Act and the rules and regulations adopted for its implementation by the federal government.

ARTICLE 22

JURY DUTY/SUBPOENAED LEAVE

An employee who is summoned for jury duty or subpoenaed as a witness upon submission of notification documentation, shall be released from work to appear as ordered. The employee shall be compensated for the difference between his regular pay and the pay received for the performance of the obligation. Mileage reimbursement paid by the court shall be retained by the employee.

ARTICLE 23

BEREAVEMENT AND FUNERAL LEAVE

- A)** An employee shall be allowed up to five (5) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Step-Mother, Step-Father, Brother, Sister, Wife or Husband, Son, Daughter, Step-children, Mother-in-law or Father-in-Law, Brother-in-Law, Sister-in-law, Son-in-Law, Daughter-in-Law, Grandparents and Grandchildren, or a member of the employee's household.
- B)** An employee shall be allowed one (1) work day not to be deducted from sick leave for the death of a relative of other than above or friend for the exclusive purpose of attending the funeral.
- C)** Additional time may be granted at the discretion of the Superintendent.
- D)** Employees requesting bereavement and funeral leave shall receive their current rate of pay based on their regularly scheduled daily hours.

ARTICLE 24

WORKERS COMPENSATION

- A)** In the event a unit employee is disabled through illness or injury covered by worker's compensation, the employee may use accrued sick leave to receive pay during the interim period between the date the absence due to disability commences and the date the employee begins to receive workers' compensation.
- B)** An employee on Worker's Compensation disability shall retain and accrue seniority as long as they are covered by Worker's Compensation, and shall be

returned to the assignment held at the time of the disability or to a position to which an employee's classification seniority permits.

- C)** In the event that an employee is disabled through injury or illness covered by Worker's Compensation, all benefits shall continue for the duration of this disability up to twelve (12) months from the date of the initial injury as established in this Agreement. The employee must pay all medical benefit cost amounts and premiums in excess of the Board's contribution.

ARTICLE 25

SICK LEAVE

- A)** All employees covered by this Agreement shall accumulate one (1) sick leave day per month for each month worked each year with pay up to a maximum of twelve (12) days. A day shall be calculated on the basis of their weekly regular scheduled work days divided by five (5). The allowance of succeeding years accumulate to one hundred (100) days.

A month shall be defined as any month in which an employee works eleven (11) days or more except June which shall be considered a month if the employee is employed. Employees who bid and work the summer SCI/SXI (Severely Cognitively Impaired/Severely Multiply Impaired) program shall accumulate one (1) additional sick leave day for the month of July and one (1) additional sick leave day for the month of August. Employees who bid and work the summer AI (Autistic Impaired) program shall accumulate one (1) additional sick leave day.

Sick leave shall be deducted in one (1) hour increments when requesting a partial day. A full sick day request is to be equal to the employee's regularly scheduled hours for that day.

- B)** Sick leave will be granted for personal illness or disability (including disabilities related to pregnancy, miscarriage, abortion, or childbirth in compliance with state or federal codes) or for illness or disability in the immediate family. Sick leave will also be granted for medical, dental, vision or other medical-related appointments involving the employee or an immediate family member. Accumulated sick leave must be used, if available, for the reasons stated herein. The immediate family consists of husband or wife, son or daughter, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, step-parent, step-children, or member of employees household. The total maximum number of days granted for immediate family illness shall not exceed ten (10) days per year. The Superintendent may grant an additional ten (10) days at his/her discretion for this purpose. Any additional leave for illness of immediate family must be with permission of the Board of Education and Superintendent.
- C)** Upon severance of employment (except for discharge) with the Employer, provided the employee has been employed with the District a minimum of ten (10) years, an employee shall be paid \$65.00 per day for unused sick leave days up to the maximum accumulated allowance of one hundred (100) days. In the case of death of an eligible employee, payment shall be made to his/her beneficiary, provided the Employee has a written beneficiary designation on file with the Employer.
- D)** Employees who sever employment with less than ten (10) years employment shall not receive nor be eligible for severance pay.
- E)** Employees may be subject to physical and/or psychiatric examinations where:
- (1) the examination is required by state or federal statute or regulation (e.g., bus drivers); or

- (2) the employer has necessity for obtaining an evaluation of the employee's ability to perform essential job functions in a manner that does not pose a direct threat to the safety of the employee or to others in the workplace; or
- (3) to verify an employee's eligibility for leave under the terms of the collective bargaining agreement; or
- (4) to verify an employee's ability to return from leave and perform the essential functions of his/her assignment.

F) Employees in this bargaining unit shall be eligible for an attendance stipend in the last pay of June annually in accordance with the following requirements. The employee must be an employee on June 30th. There will be no pro-rating of attendance stipends.

Perfect Attendance – no sick leave used	\$1,000
Less than one (1) day up to two (2) days sick leave used	\$800
More than two (2) days up to three (3) days sick leave used	\$600
More than three (3) days up to four (4) days sick leave used	\$500
More than four (4) days	\$0

A day shall be calculated on the basis of weekly regularly scheduled work days divided by five (5), for the purposes of determining eligibility for the attendance stipend. Employees shall utilize sick leave if they are actively vomiting, have a contagious illness, a fever over 100 degrees or if they have an injury that prevents them from fulfilling their assigned essential duties. Sick leave utilized for the purposes of Workers Compensation does not apply toward attendance stipend eligibility.

The attendance stipend applies for the duration of this contract at which time this provision shall cease to be binding upon the parties unless the parties mutually agree to continue this stipend in successor agreements.

- G)** A prior approved request under this Article will not be deducted from the employee's sick leave allowance in the event of a school closure on the day leave is requested.
- H)** The Employer reserves the right to request a physician's statement for the use of personal sick leave or family illness leave in the event the employee requests such leave for more than three (3) consecutive work days.

ARTICLE 26

HOLIDAY PROVISIONS

- A)** The paid holidays are designated as New Year's Day, Good Friday, Memorial Day, Fourth of July (if regularly employed), Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, day before Christmas, Christmas Day, and the day before New Year's Day respectively. Employees will be paid their current rate based upon their regular work day for said holidays. In the event a holiday falls on a non-work day, employees will be paid their current rate based upon their weekly regularly scheduled work days divided by five (5).
- B)** Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

ARTICLE 27

VACATION, PERSONAL LEAVE AND LEAVE WITH OUT PAY

Effective July 1, 2012, school year new hires shall not receive vacation.

Employees hired prior to July 1, 2012 shall earn monthly credits towards vacation with pay per year based upon their regular work day in accordance with the following schedule (computation effective July 1st of each year):

Existing School Year Employees:

<u>Years of Service</u>	<u>Credits Per Month</u>	<u>Maximum Per Year</u>
1 - 5 Years	.75 day	9 working days
6 - 10 Years	1.125 days	13.5 working days
11 Years & over	1.25 days	15 working days

Calendar Year Employees:

<u>Years of Service</u>	<u>Credits Per Month</u>	<u>Maximum Per Year</u>
0 - 1 Year	.5 day	6 working days
2 - 5 Years	1.0 day	12 working days
6 - 10 Years	1.5 days	18 working days
11 Years & over	(2 additional days per year)	20 working days

A day shall be calculated on the basis of weekly regularly scheduled work days divided by five (5). A month shall be defined as any month in which an employee works eleven (11) days or more, except June which shall be considered a month if the employee works one (1) day in the month of June. Employees who bid and work the summer SCI/SXI (Severely Cognitively Impaired/Severely Multiply Impaired) program shall earn monthly vacation credit for the month of July and monthly vacation credit for the month of August. Employees who bid and work the summer AI (Autistic Impaired) program shall earn one (1) monthly vacation credit.

A) Vacation, Personal and Leave without Pay shall be deducted in one (1) hour increments. In the event the employee's scheduled work day results in a fraction of an hour, a vacation/personal day is to be equal to the employee's regularly scheduled hours for that day. Requests will be granted at the discretion of the Administration. The impact of the absence on the efficient operation of the department or program affected will be considered. Leave without pay shall not be granted when the employee has accrued vacation/personal leave time.

- B)** All employees including those working in the summer, other than twelve (12) month employees, must take their vacation when school is not in session with the exception of two (2) days as outlined in paragraph H. Vacation or personal time requests will be paid at their current rate based upon their averaged workday when taken during the summer. Vacation or personal time requests will be paid at their current rate equal to the employee's regularly scheduled hours during holiday breaks. Exceptions may be considered at the discretion of the Administration.
- C)** Requests for Vacation and/or Leave without Pay shall be made to the Administration at least seven (7) days in advance of the day or days requested. The Administration will respond as soon as possible thereafter, but not to exceed five (5) days following the receipt of the request. Reasons for not approving a request shall be made to the employee by the Administration. Exceptions to these time lines may be granted by Administration.
- D)** The granting or denial by the Administration of a request for Vacation, Personal and/or Leave without Pay shall not be past practice precedent setting for subsequent requests nor shall such action of granting or denying a request for Vacation be grounds for a grievance.
- E)** Employees may carry over up to twelve (12) earned vacation days from one fiscal year to the next fiscal year. Fiscal year is defined as July 1st through June 30th. Exceptions may be granted by the Superintendent.
- F)** If an employee is laid-off, retires, or severs employment, he/she will receive payment for any accrued but unused accrued vacation credit.
- In the case of death of an eligible employee, payment shall be made to his/her

beneficiary, provided the Employee has a written beneficiary designation on file with the Employer.

- G)** Employees will be paid their current rate of pay based on their regular scheduled day while on vacation/personal leave and will receive credit for any applicable benefits provided for in this Agreement. Vacation or personal time requests will be paid at their current rate based upon their averaged workday when taken during the summer.
- H)** School year employees may use up to two (2) of their earned credited vacation days when school is in session. Exceptions for use of additional vacation when school is in session may be considered at the discretion of the Administration. These days shall not be used in lieu of days granted as sick or family illness leave unless all accrued sick time is exhausted . Said days will be subject to provisions (A), (C), (D) and (G) of Article 27.

PERSONAL LEAVES

Employees hired on or after July 1, 2012 will receive four (4) days (two days for employees hired for the second semester) per year which may be used for personal business upon prior approval of the employee's supervisor. Twenty-four hour advance notice is required when possible. Said days will be subject to provisions (A), (D) and (G) of Article 27. Personal days not used by June 30th of each contract year will be added to the Individual's sick leave accumulation. A request under this Article will not be deducted from the employee's personal leave allowance in the event of a school closure on the requested leave day.

ARTICLE 28

INSURANCE PROTECTION

A) The Employer agrees to provide premium contributions in accordance with PA 152 of 2011.

1) **Plan A** (for eligible employees electing health coverage)

Health

Employees who are eligible for Health Insurance and elect Plan A will have the option to choose from one of the following Plans:

PAK A	MESSA ABC Plan 1 MM 0% \$1350 Individual/\$2700 Family HSA
PAK C	MESSA ABC Plan 1 MM 10% \$1350 Individual/\$2700 Family HSA
PAK D	MESSA ABC Plan 2/0% \$2000/Individual/\$4000 Family HSA
PAK E	MESSA ABC Plan 2/20% \$2000 Individual/\$4000 Family HSA
Dental	Same as District's Administrative Group
Vision	Same as District's Administrative Group
Negotiated Life	Same as District's Administrative Group
Dependent Life	Same as District's Administrative Group
Long Term Disability	Same as District's Administrative Group

The Employer shall deposit \$1,250 (single coverage) and \$2,500 (two person or family coverage) into the enrolled employee's Health Savings Account (HSA) as soon as possible after January 1st of each calendar year on the HSA Plan. The employee becomes the owner of the HSA funds when deposited by the Employer, and is responsible for using those funds in accordance with Internal Revenue Service rules and regulations. The financial institution receiving the HSA deposit will be designated by the Employer. The Employer will be responsible for any administrative fees imposed by the financial institution for issuance of the HSA debit card/checks to enrolled employees.

If the Internal Revenue Service determines that the minimum annual deductible amount must be increased beyond the amounts specified above, in order for the HSA to comply with IRS regulations, the Employer will be responsible for contributing the increased amount, subject to and within the PA 152 caps.

If the HSA is initially implemented at a time other than January 1, the Employer shall create and administer a Health Reimbursement Arrangement (HRA) from which the Employer shall satisfy up to \$1,250 (single coverage) and \$2,500 (two person or family coverage) of the MESSA Plan deductible for the remainder of the calendar year (i.e. until the HSA contribution is made the following January). In January of the next calendar year, the HSA will be implemented. The same arrangement will be made when an employee is initially hired other than at the commencement of a calendar year. The HRA plan will be administered by a Third Party Administrator selected by the Employer. Reimbursements to employees under the HRA shall be limited to \$1,250 (single coverage) and \$2,500 (two person or family coverage) and must be supported by documentation sufficient to meet

IRS standards. Any unused funds in the HRA shall remain with the Employer. The employee is required to pay all medical benefit plan costs and premiums in excess of the ESD's contribution.

2) **PAK B** (for eligible employees not electing health coverage)

Dental	Same as District's Administrative Group
Vision	Same as District's Administrative Group
Negotiated Life	Same as District's Administrative Group
Dependent Life	Same as District's Administrative Group
Long-Term Disability	Same as District's Administrative Group

Employees electing Plan B (for eligible employees not electing health coverage) shall receive \$300.00 per month, in accordance with the District's Section 125 Plan, to be paid in cash or contributed through voluntary payroll deduction to an Employer-approved tax deferred/tax sheltered account, for the duration of this agreement. As a condition to participating in PAK B, an employee must provide written confirmation that his/her participating is voluntary and that he/she is enrolled in other health coverage that is compliant with the Affordable Care Act.

3) The Employer shall provide employees with a Benefit Summary outlining insurance benefits and coverage.

B) Other than the eligible employee's spouse, no other dependents will be covered beyond the end of the month in which they turn 26. The enrollment of dependents under age 26 is subject to the rules and regulations set forth by the insurance administrators and insurance underwriters. This standard shall apply to all employees regardless of the date of hire.

The enrollment of other individuals other than those authorized above is permitted

subject to the approval of the insurance administrator(s) and underwriter(s), provided the employee pays the monthly premiums.

- C)** Employees scheduled to work less than thirty (30) hours per week during the academic school year (September-June) shall be considered half-time and shall not receive benefits. Employees hired prior to July 1, 2012 scheduled to work twenty-four (24) hours per week, but less than thirty (30) hours per week during the academic school year (September-June) shall be considered half-time and shall receive \$500.00 per month in accordance with the District's Section 125 Plan. Employees scheduled to work thirty (30) or more hours per week during the academic school year (September-June) shall be considered full time and shall elect Plan A or Plan B.
- D)** In the event an employee is laid off, current coverage will continue and the Employer will continue to make the medical benefit plan cost premium contributions required of it under this Article for the employee and his/her eligible dependents until the first date of the month next following thirty (30) days from the date the layoff became effective. In the event an employee experiences a reduction of hours, during the school year, significant enough to affect the level of current coverage, current coverage will continue and premiums for the employee and his/her eligible dependents will be paid to the first date of the month next following thirty (30) days from the date the reduction hours became effective.
- E)** Employees who do not qualify for Employer contributions for medical benefit plan costs and insurance premiums under this Article, may apply for payroll deduction to provide them insurance coverage as defined by this Article. Employees not eligible for an HSA shall be enrolled in an HRA as described in Section A.

- F) In the event of the death of an employee, the above mentioned employee and family benefits premiums shall continue uninterrupted for the duration of the school year (July 1st through June 30th) of each year.

ARTICLE 29

SCHOOL CLOSINGS

For calendar year (12 month) employees, days/hours when administration has deemed it not safe to travel due to severe weather, employees shall be paid their current rate of pay for their regularly scheduled hours. Days/hours when pupil instruction is not provided because of conditions not within the control of school authorities such as severe weather, fires, epidemics, or health conditions as defined by health authorities, employees shall be paid their current rate of pay for their regularly scheduled hours.

In the event the Legislature or Department of Education requires all such closure days/hours to be made up, all closure days will be made up at the current rate of pay for hours worked as scheduled by Administration.

ARTICLE 30

CONFERENCES/WORKSHOP/TRAVEL EXPENSE

Requests to attend a conference or workshop are subject to prior approval of the Superintendent and/or Administrative Supervisor, and relevant expenses incurred shall be processed and reimbursed in accordance with policies and procedures as set forth by the Superintendent and the Board of Education.

Employees will be paid their current rate of pay based on their regularly scheduled daily hours.

Mileage shall be reimbursed at the current IRS rate.

ARTICLE 31

RELATED SCHOOL COURSES

- A)** The Employer agrees to pay fifty percent (50%) per semester hour of tuition costs for on and/or off-campus courses that are work-related as determined by the Administration and, further, the employee must have advanced administrative approval. The decision of the Administration is final and is not subject to the provisions of Article 6, Grievance Procedure.

In the event the Employer requests an employee to take a specific course(s), one hundred percent (100) of the tuition costs will be reimbursed.

- B)** The Employer agrees to pay an employee the applicable rate of pay per hour including registration fees and mileage for attending Certified Bus Driving School or other related school courses as required by the Employer, excluding required courses for an employee attempting to meet qualifications for the purpose of job bidding as provided by Article 13 or bumping as provided by Article 10 of this Agreement.
- C)** The Employer will not reimburse the cost of continuing education or training for employees who possess bus driver certification, but who have not driven in any capacity for the District within the previous two (2) fiscal years.

ARTICLE 32

COMMERCIAL/CHAUFFEUR DRIVER'S LICENSE

The Employer agrees to reimburse certified bus drivers for the cost of a commercial driver's license. The Employer will not reimburse the cost of commercial driver's license renewals for employees who possess bus driver certification, but who

have not driven in any capacity for the District within the previous two (2) years.

The Employer agrees to reimburse employees who participate in community-based instruction programs the cost of a chauffeur license.

ARTICLE 33

PHYSICALS

All physicals, tests, or other examinations that are required by the Employer for the employee, shall be paid by the Employer. The physician and/or medical provider shall be chosen or approved by the Employer.

The Employer will not reimburse the cost of a physical examination or a drug and alcohol test for employees who possess bus driver certification, but who have not driven in any capacity for the District within the previous two (2) fiscal years.

ARTICLE 34

SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union upon mutual consent of both parties. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 35

SUCCESSOR CLAUSE

In the event that the West Shore ESD shall be annexed, consolidated, or otherwise reorganized with one or more other Intermediate Districts, the Board shall take such reasonable steps to assure the continued employment of its employees where possible.

ARTICLE 36

SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE 37

CLASSIFICATION AND RATES

The following rates of pay per hour shall be paid for each classification in accordance with the seniority from the date of last hire with the Employer pursuant to Article 9 (C):

CLASSIFICATIONS:

Calendar Year (12-month) Employees:

1. Secretary
2. Custodial/Maintenance
3. Transportation Dispatch/Maintenance & Student Services Specialist

School Year Employees:

4. Office Professional
5. Para-Professionals/Health Care Aides
6. Health & Safety Bus Aides/General Bus Aides
7. Bus Drivers
8. Career & Technical (CTE) Para-Professionals (Instructional Aides)

Licensed/Certified (*required*) Employees:

9. Physical Therapy Assistant (PTA)
10. Certified Occupational Therapy Assistant/Licensed (COTAL)
11. Registered Nurse
12. Behavior Consultant Assistant

Classifications 1 thru 7

Year	Start	6 Months	1-5 Years	6-10 Years	11-15 Years	16-20 Years
*2018-2019	\$16.19	\$16.74	\$17.28	\$17.52	\$18.84	\$19.06
2019-2020	Pay rate adjustment same as Administration, but no less than 1%					
2020-2021	Pay rate adjustment same as Administration, but no less than 1%					
2021-2022	Pay rate adjustment same as Administration					
2022-2023	Pay rate adjustment same as Administration					

*2018-19 includes a pay rate adjustment of 1.4%.

The following employees will remain at their stated rate of pay until such time the stated rate is situated within the corresponding Classification 1 thru 7 pay scale:

Kim Scofield	\$18.95	Leslie Felt	\$18.95
Jeannie Miskosky	\$19.67		

Classification 8

The hourly rate of pay for New Hires within the classification of CTE Para-Professionals (Instructional Aides) shall be within the Classifications 1 thru 7 pay scale as determined by Administration based on position and qualifications

Classifications 9 thru 12

Year	Start	6 Months	1-5 Years	6-10 Years	11-15 Years	16-20 Years	21-25 Years	26+ Years
*2018-2019	\$21.67	\$22.23	\$22.77	\$23.01	\$23.23	\$23.45	\$23.68	\$23.92
2019-2020	Pay rate adjustment same as Administration, but no less than 1%							
2020-2021	Pay rate adjustment same as Administration, but no less than 1%							
2021-2022	Pay rate adjustment same as Administration							
2022-2023	Pay rate adjustment same as Administration							

*2018-19 includes a pay rate adjustment of 1.4%.

The following employees will remain on the Classifications 9 thru 12 pay scale:

Barb Wilson	Cindy Bucholtz	Bob McClure
Jeff Russell	Karen Smith	

ARTICLE 38

VOLUNTARY SEVERANCE PLAN

The District reserves the right to establish a Voluntary Severance Plan without negotiating with the Union with respect to the contents of the Plan. Any disputes involving the Plan are subject to review through the procedures established by the district within the Plan and are not subject to the grievance procedure set forth herein.

ARTICLE 39

PAYROLL DEDUCTIONS

Any amounts owed by an employee for insurance benefits or attributable to overpayments in salary and/or benefits, shall be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCL 408.477.

ARTICLE 40

ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between and executed by the District and the Union. The waiver of any breach, term or condition of the Agreement of either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 41

TERMINATION

A) This Agreement shall become effective upon ratification by the parties and shall remain in effect until June 30, 2023. The parties shall enter into negotiations on or about sixty (60) days prior to the expiration date.

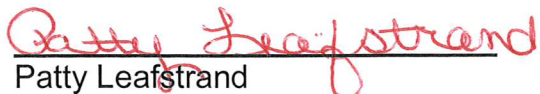
MISCELLANEOUS

EMERGENCY MANAGER

The entire Agreement or specific provisions of the Agreement may be rejected, modified, or terminated by an emergency financial manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011, P.A. 4.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on this 16th day of August, 2018.

FOR THE UNION:

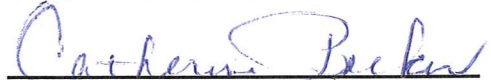


Patty Leafstrand
Chapter Chairperson

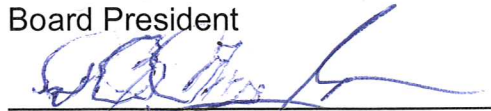


Beth Kolaski
Chapter Vice Chairperson

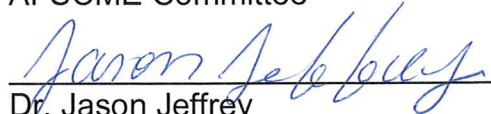
FOR THE EMPLOYER:



Catherine Becker
Board President



Dr. Robert Fong, Chairperson
AFSCME Committee



Dr. Jason Jeffrey
Superintendent



Terri Steih
Director of Human Resources



WSESD Employee Assignment Preference Form

NAME: _____ **DATE:** _____

Check all that apply:

- Special Education Early Childhood
- Special Education Elementary
- Special Education Middle School
- Special Education High School
- Special Education Post-Secondary

Check all that apply:

- SXI - Center
- SCI - Center
- MoCI - Horizon
- MoCI - Trailblazer
- MoCI - Lakeview Elementary
- ECSE - Pere Marquette Early Childhood Center
- MoCI - Mason County Central
- MoCI - Mason County Eastern
- ESCE - Baldwin
- MoCI - Spitler Elementary
- MoCI - Hart High School
- MoCI - Shelby Middle School
- ECSE - Shelby Early Childhood Center

Special consideration for preference:
