

## **AGREEMENT**

This Agreement is entered into this August 15, 2022, by and between the Board of Education of the Wyoming Public Schools (hereinafter called the "Employer"), and the Kent County Education Association affiliated with the Michigan Education Association/NEA (hereinafter called the "Union").

**ARTICLE I**  
**RECOGNITION**

**A. Included and Excluded**

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the Employer recognizes the Union as the exclusive bargaining agent for all full-time and part-time food service employees, including assistant cooks, kitchen employees and food service van drivers; all regularly scheduled secretarial and clerical employees; all regularly scheduled custodial, maintenance, courier, and mechanic employees, except high school students; all full-time and part-time paraeducators, regularly scheduled to work fifteen (15) hours or more per week; and all regularly scheduled bus drivers and substitute bus drivers in its yellow school bus transportation operation employed by the Wyoming Public Schools, but excluding Supervisors, Central Office, lunchroom/playground aides and all other employees.

**B. Individual Grievances**

The Employer agrees not to negotiate with any employee organization other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual from presenting a grievance and having it adjusted without the intervention of the Union, provided, that the Union has been given the opportunity to be present at such adjustment.

**C. Titles**

The term "employee", singular or plural, when used hereinafter in this Agreement shall mean a member of the bargaining unit as defined hereinabove, provided that provisions of this Agreement can have limited applicability to certain groups of employees in the bargaining unit by use of an appropriate designating term preceding the term "employee." Reference to one gender shall include the other.

**D. Volunteers**

Volunteers may continue to be used provided they do not cause a layoff or reduction of hours of any bargaining unit employee.

It is understood that any and all volunteers currently performing duties in the District will be deemed not to have caused a layoff or a reduction in hours of existing staff.

**E. Bus Driver Work Jurisdiction**

The Employer may use any combination of two (2) or more vans to transport not more than 14 students.

**F. Regular Part-time Custodial Maintenance/Mechanic Employees**

Regular part-time custodial maintenance and mechanic employees are those employees regularly scheduled to work less than eight (8) hours per day and/or forty (40) hours per week.

**G. Seasonal Employees**

Seasonal employees are those employees used to perform seasonal work. Such employees shall not be employed while bargaining unit members within the classification are on layoff or have reduced hours. Except for grounds

work, seasonal employees shall not be given overtime work when bargaining unit members are willing to accept such work except in an emergency. Seasonal employment is not covered by this Agreement.

1. Where the District has seasonal openings during the summer break period, posting qualifications will be prioritized. Building based seniority will be the determining factor if qualifications between two (2) or more employees are equal. If no qualified applicants within the building apply, the most senior qualified applicant will be awarded the position.

**H. Temporary Employees**

Temporary employees are those employees who work sixty (60) working days or less on special projects and are not normally regularly scheduled and shall not be covered by this Agreement. However, such employees shall not be employed while bargaining unit members within the classification, that are qualified, are on layoff or have reduced hours.

**I. Seasonal and Temporary Employees**

Seasonal and temporary employees shall not be used to displace and/or replace regular bargaining unit employees.

**J. Night Personnel/College and High School Students of Wyoming Public Schools**

Night personnel/College and High School Students of the Wyoming Public Schools shall not be covered by this agreement. They shall not be used to replace, displace, or take the place of regular employees. The number of students employed as custodial helpers shall not exceed twelve (12) at any one time, and they shall not work more than four (4) hours per day, twenty (20) hours per week, except during times of the school year when school is not in session. However, such employees shall not be employed when bargaining unit members within the classification are on layoff. The Board may employ non-bargaining unit high school and/or college students to work evening hours up to four (4) hours per evening.

Wyoming Public Schools may utilize night shift employees (high school and/or college students), who shall not be covered by this agreement, to facilitate the necessary coverage to allow scheduling of a one (1) hour lunch on the day shift.

NOTE: Restriction on performance of bargaining unit work by non-bargaining unit personnel shall not adversely affect the co-op program.

**K. Substitutes**

The employer may hire substitute employees to substitute for employees on leaves of absence, for a period not to exceed the length of the absence, up to one (1) year or until the employee receives LTD benefits, whatever comes last.

Current employees who are qualified and in the same classification, shall be allowed to substitute in positions where the leave is ninety days or longer and an increase of hours is anticipated for that substitution period. A temporary employee will replace the employee's vacated position for the leave of absence. Only one employee movement can result per vacancy. The increased hours will not increase benefits for that employee/position during the substitution period.

## ARTICLE II

### RIGHTS OF THE EMPLOYER

#### A. Source of Rights

It is agreed that the Employer hereby retains and reserves unto itself, without limitation and without prior negotiations with the Union, all the powers, rights, authority, duties and responsibilities enumerated in the Revised School Code or any successor statute and conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States, including, and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities and affairs of its employees;
2. Hire all employees and determine their qualifications and the conditions of their continued employment;
3. Promote, transfer and assign all employees;
4. Determine the size of the workforce, and to expand or reduce the workforce;
5. Establish, continue or revise policies and adopt work rules and regulations;
6. Dismiss, demote and discipline employees;
7. Establish, modify or change any work, business or school hours or days;
8. Determine the services, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or delivering its services and methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or subcontracting thereof or changes therein, and the institution of new and/or improved methods;
9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

#### B. Limited by Agreement

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

## ARTICLE III

### UNION RIGHTS

#### A. **Right to Support Union**

Pursuant to applicable Michigan Statutes, the Board hereby agrees that every employee of the Board of Education shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining. The Board will not directly or indirectly discourage or deprive or coerce any employees in the enjoyment of any rights conferred by Act 379 of the State of Michigan or of the Constitution of the United States.

#### B. **Non-Discrimination**

The Board will not discriminate against any employee with respect to hours, wages, or any term or condition of employment by reason of membership in the Association.

Wyoming Public Schools is an equal opportunity educational institution. It is our expressed policy that no person shall be unlawfully excluded from participation, be denied benefits of, or otherwise subjected to discrimination in employment on the basis of race, color, religion, marital status, national origin, sex, age or handicap/disability in its activities or programs as required by Title VI, Title IX and Section 504. Any person believing that the Wyoming Public Schools or any part of the school organization has inadequately applied the principles and/or regulations of (1) Title IX of the Education Amendment Act of 1972, (2) Section 504 of the Rehabilitation Act of 1973, (3) the Age Discrimination Act of 1975, and (4) Title II of the Americans with Disability Act of 1990 may bring forward a complaint, which shall be referred to as a grievance to the District Coordinator.

#### C. **School Building Use**

The Union and its members may use the Board of Education building facilities at reasonable time and hours for meetings as long as it does not interfere with the job responsibilities and operations and when such buildings are available and a custodian is on duty. The request for room usage must be made following the policy established for building or facility usage. The Union shall have the right to use the courier system to send notices and other union information to members.

#### D. **School Equipment Use**

The Union has the privilege, with permission by the persons responsible, to use meeting facilities and office equipment of the schools for school related business, including computers, other duplicating equipment and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided those operating the equipment are skilled and knowledgeable in its operation and the material is not detrimental to the Employer and Union relationship and all expendable materials will be furnished by the Union. The Union shall be responsible for any and all damages to the school facilities and equipment due to misuse by the Union. Work performed in no way directly or indirectly may assist a profit making enterprise.

#### E. **Posting Notices and School Mail**

The Union shall have the right to post notices of activities and matters of Union concern on Union bulletin boards, at least one of which shall be provided in each school building and may use the courier system and e-mail for communications to employees, provided such notices and communications are not detrimental to the Employer and Union relationship. Board and administration agree to allow for the e-mail system to be used without risk to confidentiality between the Association and its members.

**F. Information**

The Board agrees to furnish information which may be necessary for the Union to process any grievance providing no violation of the Rights and Privacy Act is apparent.

**G. Copies of Agreement**

The Board will furnish twenty (20) copies to the Union without cost. Electronic copies of this agreement will be available on the District Website and Intranet.

**H. Released Time for Grievance/Negotiations**

Union representatives shall not lose time or pay for authorized time spent in investigating complaints and/or handling grievances, or negotiations during their regular scheduled working hours, after receiving prior authorization from their immediate supervisor.

**I. Released Time for Union Meetings**

Each school year the Union will be allowed up to two and one-half (2 ½) hours of release time to schedule general membership meetings on days when students are not in attendance. The two and one-half (2 ½) hours may be apportioned for not more than three (3) meetings each school year. The date, time and place of the meetings shall be mutually arranged between the Employer and the Union president. Any employees who are otherwise scheduled to work on the date and at the time of the meeting shall be released from their scheduled duties, without loss of pay, to attend the meetings, which shall include necessary travel time to and from their work sites. The parties will endeavor to establish the meeting date, time and place which will minimize the number of employees released from work, but which will reasonably assure maximum attendance. The Employer in its discretion may allow up to one (1) additional hour of meeting time upon request from the Union.

**J. Released Time for Union Staff Paying Union Dues**

Each school year the Union will be allowed released time based on twenty (20) minutes multiplied by the number of bargaining unit members. Release time shall be used for employees to attend conferences and training sessions endorsed by the Union, without loss of pay from the employees' scheduled work. The release time shall also be available for other uses as deemed necessary by the Union. The Association shall be responsible for all costs, including reimbursing the wages-for any hours over and above the allotted release time.

Time used to process the professional grievance procedure, participate in contract negotiations or meetings requested by the Administration shall not be counted against the above agreed upon release time.

**K. Notice of Discipline**

The Union President or designee shall be notified within twenty-four (24) hours and will receive written notice of any suspensions and terminations of any employee within five (5) days of issuance. The timeline for instituting a grievance of the action shall not begin to run until such notice is received.

## ARTICLE IV

### EMPLOYEE RIGHTS AND SECURITY

#### A. Discipline and Just Cause

No employee who has fulfilled the probationary period, shall be reprimanded, disciplined, demoted or deprived of any benefit included in this contract without just cause. The Employer agrees to follow the concept of progressive discipline as established in labor relation's precedents. Extreme circumstances and/or criminal activity may be just cause for discipline up to and including dismissal. These circumstances will be dealt with on a case by case basis. The Employer agrees that upon discharge of an employee, that no action shall be taken until the employee has had an opportunity to meet with a Union representative provided the delay is not more than twenty-four (24) hours. When imposing any discipline on a current charge, the Employer will not take into account any reprimands which occurred more than three (3) years previously, provided there has been no repeat of the same or similar conduct during the past three (3) year period. Except in case of an emergency situation, employees shall not be publicly disciplined.

#### B. Union Representation

An employee upon request shall be entitled to have a Union representative of his/her choice present in any meeting with his/her supervisor or a representative of the Employer in which the employee is to be disciplined or in which the Employee is under investigation which could lead to discipline against the employee. When a request for such representation is made, no action shall be taken until a representative can be present provided that no disciplinary action shall be delayed more than twenty-four (24) hours from the time of request being made.

#### C. Personnel Files

All employees shall have the right to review the contents of their personnel files consistent with the provisions of the Employee Right to Know Act. At the employee's request a union representative may be present.

##### 1. Freedom of Information Act (FOIA) Request

If a FOIA request is made for any information on any employee in the district, the Board of Education or administrator requesting the Board shall:

- a. Notify immediately the affected employee(s) orally and then in writing who are subject to FOIA request.
- b. Release to the employee(s) the names of all those requesting the FOIA documents.
- c. Allow the employee(s) and/or the Association to review said documents or files before releasing any information or documents.
- d. Exclude from the FOIA request response all materials not timely or inappropriate and information excluded under federal and state laws.

#### D. Complaints

All complaints against the employee that are to be included in his/her personnel file shall identify the person bringing the complaint and signed by the employee prior to placement in his/her file. The employee shall have the right to attach a statement of his/her position regarding the complaint within a ninety (90) day time period.

**E. Assault**

Any instance of assault upon an employee while in the performance of his/her assigned duties shall be promptly reported to the Employer or its designated representative.

1. The Employer shall provide its legal counsel to advise the employee of his/her rights and obligations with respect to such assault.
2. The Employer shall assist the employee to obtain an investigation, prosecution and disposition of the matter by the proper law enforcement authorities. Any civil suits shall be pursued solely by the employee in his/her individual capacity without the assistance of the Employer.

**F. Safety**

All reasonable steps will be taken to adequately maintain school parking lots and the transportation center area.

Since an employee's authority and effectiveness in their workplace environment is undermined when students discover that there is insufficient administrative backing in support of the employee, the Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline within the workplace. The Board further recognizes that the employee may not be expected to assume the role of custodian for emotionally impaired students unless the safety of other students is in immediate jeopardy or if job posting specified working with emotionally impaired students.

**G. Loss or Damage to Personal Property**

The Board shall reimburse an employee for loss, damage or destruction of his/her personal property used in the course of provided instruction while on duty for the school. This obligation shall extend to loss, damage or destruction of an employee's personal property while left unattended in any automobile parked in the designated parking area on the school premises, provided such automobile is equipped with a fully enclosed body, the property was left in a locked enclosure out of view unless prior approval is obtained otherwise, and the loss is a direct result of forcible entry into the fully enclosed body, the doors and windows of which shall have been securely locked. Damage to an employee's automobile due to vandalism or malicious acts related to employment while the automobile is parked in a designated parking area on the school premises, shall also be covered under the limits of this provision. This obligation shall not encompass wear, tear or gradual deterioration of property or loss of money. The Board shall be obligated to pay for such loss, damage or destruction in an amount greater than twenty-five dollars (\$25.00) but not to exceed two hundred fifty dollars (\$250.00). No reimbursement for items under \$25 will occur. This obligation shall extend only to (that portion of) any such loss not covered by insurance taken out by the employee and shall be payable only after the employee has first exhausted all possibility of collecting for such loss either under his/her own insurance or from the person involved, if any. Written report of the loss shall be submitted to the supervisor within forty-eight (48) hours of the time of sustaining such loss, weekends and holidays excepted. The written report shall provide sufficient evidence to support the proof of loss. In case of damage, theft or vandalism, a police report must be filed and the employee must cooperate with the authorities and the Board in any investigation, prosecution, or action to determine the person responsible and obtain recovery. Vehicle must be repaired and proof of completion i.e. invoice provided to the district prior to compensation.

**H. Smoke Free Environment**

1. The Board of Education shall maintain a smoke free environment in accordance with state law.



**I. Rights of Citizenship**

**1. Rights Specified**

Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with the respect to the professional employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Board.

**2. Limitations on Personal and Private Life**

However, if in the opinion of the Administration the employee conducts him/herself in his/her private or personal life in such a manner that his/her conduct adversely affects his/her relationship to students or the discharge of his/her duties the Administrator shall first discuss such conduct with the employee and if such conduct continues the Administrator and the Association shall jointly meet with the employee to discuss such conduct and its adverse effect. Failure on the employee's part to take corrected measures may be just cause for further discipline up to and including termination.

**J. Payroll Deductions**

The Board agrees to make payroll deduction if applicable for the following: Insurance, and Tax Deferred Annuities, and any or all State Retirement Board tax deferred credit service purchasing plans.

**ARTICLE V**

**SENIORITY**

**A. Probationary Period**

An employee, other than bus drivers, shall be in a probationary status for the first ninety (90) calendar days. Bus drivers shall be in a probationary status from the day of hire through the first sixty (60) working days after obtaining their CDL certification. The probationary employee shall be subject to immediate dismissal at any time prior to the conclusion of the probationary period.

**B. Date of Hire**

Upon fulfilling the probationary period an employee shall be credited with seniority rights from the date of hire.

**C. Seniority Defined**

Seniority shall be defined as the length of an employee's service within the bargaining unit's respective seniority classifications from the employee's most recent date of hire. Time spent on layoff or unpaid leave of absence in excess of 30 days (other than FMLA) shall not accumulate as service time for seniority but shall not constitute a break in continuous employment. Work in a substitute or temporary position will receive seniority credit, provided such work is uninterrupted and the person is hired as a regular employee. In such cases, the probationary period will begin upon regular employment.

**D. Classifications**

The bargaining unit classifications shall be:

1. Food Service Employees
2. Secretarial/Clerical Employees
3. Paraeducators
4. Bus Drivers
5. Custodial/Maintenance Employees and Mechanics

**E. Seniority by Classifications**

Seniority is not cumulative between groups and may be exercised only within the classification in which it is accumulated. Movement from one classification to another shall not terminate seniority the employee has accumulated in any other classifications during that employee's current period of employment.

**F. "Bumping"**

For purposes of layoff and/or vacancies, employees shall retain the right to exercise seniority previously accumulated in any other classification within the bargaining unit during the employee's current period of employment.

**G. Ties**

In the event more than one employee has the same length of service in a seniority classification, seniority ranking shall be determined by ranking those employees in order of the highest four digit numbers taken from the last four digits of each employee's social security number.

**H. Seniority Lists**

The Employer shall prepare and maintain a seniority list showing the hire date and length of service each member has accumulated within the classifications with the Employer.

**I. Unpaid Leaves**

In the event of unpaid leave of absence that exceeds thirty (30) days seniority accumulated to that point shall be frozen.

**J. Loss of Seniority**

Seniority shall be lost by an employee upon termination for just cause, resignation or retirement.

**K. Non-Bargaining Unit Positions**

If an employee accepts a position with the Employer which is not included in the bargaining unit, and thereafter within six (6) months, returns to a position within the bargaining unit by the posting procedures of Article VI. Seniority accumulated in the bargaining unit position will be frozen at time of departure. Employees under the above circumstances shall retain all rights previously accrued in the bargaining unit for the purpose of any benefits provided in this Agreement.

## ARTICLE VI

### VACANCIES

#### A. Vacancies Other Than Bus Driver Positions

##### 1. Posting

All vacancies other than bus driver positions shall be made available online for a period of five (5) working days, with a copy sent to the Association President. Said posting shall contain the following information:

- a. Classification
- b. Location of Work
- c. Starting Date
- d. Anticipated Number of Hours to be Worked
- e. Prioritized Qualifications
- f. Anticipated Duration of Position (Non-binding)

A copy of all Union position postings and the names of the persons awarded the jobs shall be sent to the Union President and Membership Chair when the positions have been filled.

##### 2. Reposting Positions

When hours are increased to the point of reaching or increasing fringe benefits or a current position increased by five or more hours per week and the position is anticipated to maintain the new level until the end of the school year, the position shall be posted and physical relocation shall occur within two weeks.

##### 3. Application

Interested employees may apply online within the five (5) day posting period.

##### 4. Qualifications

- a. Vacancies shall be filled with the best-qualified applicant. Vacancies will be filled first by the most senior applicant who is qualified within the classification. If qualifications among all other applicants are equal, vacancies will be filled by current members, by seniority, within the bargaining unit, employees of Wyoming Public Schools, and finally by the general public.
- b. Qualifications will be based upon job descriptions. The union will be provided copies of any change in written job descriptions. A copy of the job description will be included with the job posting. Additionally, all job descriptions will be posted on the District's intranet and a copy sent to the union. Job descriptions will not be created or changed arbitrarily and will reflect the work performed. Any changes in job descriptions will be promptly brought to the attention of the Union.
- c. The Employer will develop job descriptions for bargaining unit positions and provide the Union an opportunity for review and comment prior to placing the job description in effect. These descriptions shall be utilized along with other factors when evaluations are made and qualifications determined. The job descriptions shall not be considered as a limit on the employee's assignment but shall be a general outline of his/her work. The Employer may later revise job descriptions in the same manner.

**5. Notification of Positions Filled**

The Association President and Membership Chair shall be notified when positions are filled.

**B. Bus Driver Assignment Procedure**

**1. Route Selection Meeting**

A route selection meeting will be held the second (2<sup>nd</sup>) Wednesday before the start of the school year for selection of designated routes by seniority preference. All of the scheduled routes shall be posted and the most senior bus driver shall have first choice of assignment. Selections shall continue in order of the next most senior bus driver until all scheduled routes have been selected. Kindergarten runs shall be attached to and considered part of a scheduled route. All drivers are expected to attend the selection meeting unless excused by the supervisor.

**a. Seniority and Vacancies**

Whenever a vacancy arises and one or more drivers apply for the position, the position shall be awarded to the most senior applicant who has passed the state standardized driving test for the equipment used in that category, and the vacancy created by the awarding of a position as above will be filled by a substitute.

**2. Charter Runs**

Charter runs shall be assigned to bus drivers eligible for such assignments by the seniority preference rotation procedure as hereinafter described. All bus drivers shall be eligible to bid on charter runs by this procedure.

**a. Bidding Procedure**

All charter runs available for the following week Monday through Sunday for which requests have been received by noon the preceding Wednesday shall be posted on the trip list with the corresponding activity noted and given a trip number in consecutive order. All bus drivers are eligible for charter runs and shall submit their bids on charter runs by submitting their trip preference lists, with trip numbers in rank order of preference to the supervisor by noon the preceding Thursday. Bus drivers shall then be assigned in seniority rotation to their highest ranked charter run remaining unassigned. When a bus driver is assigned to a trip or his/her preferences are exhausted without being assigned to a trip, the next senior bus driver will be up for assignment to his/her most preferred trip remaining unassigned and so on until all preferences have been assigned or exhausted. The "bid box" shall be kept in the supervisor's office. After being assigned a charter run, any driver turning back in more than four (4) charter runs per year will be ineligible for charter run assignments for thirty (30) working days.

A bus driver may not choose as a preference and will not be assigned to any charter run which conflicts with his/her regular scheduled runs between 7:00 a.m. and conclusion of a noon run, except when requested by the supervisor. Charter runs commencing after conclusion of the noon run(s) will be open to all regular route drivers and substitutes.

**b. Notification**

Bus drivers shall have access to postings of available charter runs no later than the end of the workday on the preceding Friday.

**c. Unassigned Charters – Extra Board**

1. Unassigned charters are defined as:
  - a. all charter runs for which no bus driver was assigned.
  - b. all charter runs for which requests were received after noon the preceding Wednesday.
  - c. all charter run assignments abandoned by bus drivers.
2. Unassigned charters may be assigned to bus drivers in reverse order of seniority should the Employer be unable to find available substitutes or other bus drivers to accept the charter runs. The Employer shall first attempt to assign drivers and substitutes who have placed their names on the extra board by rotation in order of seniority.
3. A driver, or substitute, may place their name on the extra board in accordance with the following:
  - a. On or before Thursday noon, drivers may place their names on the extra board for any day(s) that they are available for work. Available will mean able to work that day any hours that do not conflict with other assigned work provided that the employee has not been absent that day due to personal illness. Community Education, Courier and other District work will not be considered assigned work from the Bus Garage.
  - b. Initial placement of the extra board will be in order of seniority, with any additional names added weekly, by seniority, to the bottom of any existing daily rotation list.
  - c. A driver who receives an unassigned charter shall have their name moved to the bottom of each daily list for that week.
  - d. A driver may remove his/her name from any daily list at any time and place his/her name back on the list through the normal weekly placement process by the subsequent Thursday noon.
4. Any driver who refuses an assignment or turns back in more than four (4) assignments per year will thereafter be ineligible for extra board assignments for thirty (30) working days.
5. Application of the extra board process shall be a shared responsibility of the Employer and the Association. As such, problems arising out of operation of the extra board will be subject to conference between the Employer and the Association, and excluded from the grievance procedure.

**d. Overtime Bypass**

A bus driver may be bypassed for assignment to a charter run in any cases which would require the payment of overtime rates if another bus driver (or substitute, if regular drivers are not available) is available for which overtime rates would not be required.

**e. Error/Mistake Make-up**

If it is determined that a driver has been by-passed or deprived a charter run by mistake or error, or is asked to give up a charter run that pays less, to remedy the situation the driver will be given first preference for charter run(s) of equal or greater duration to the one missed or given up for the following week prior to the posting of the trip list.

**f. Reporting Times/Mileage**

The bus driver must accurately record and report the time worked on the charter run, including starting and ending times and mileage, on the charter sheet and will be provided a copy of the charter sheet when turned in to the supervisor.

**g. Van Excluded from Procedure**

Only charter runs to be made in yellow school buses are subject to this assignment procedure. All reasonable attempts will be made to require the requesting agent to cancel prior to the posting being made.

**h. Chaperons**

An adult chaperon shall be assigned for each charter run. Drivers shall not be required to chaperon students during non-driving times unless the health and safety of the student(s) is in jeopardy nor shall they be required to share accommodations with students on overnight trips.

**3. Layoff**

Bus drivers, who worked the previous school year and are not assigned routes during the route selection meeting because no routes were available to them, shall be issued a notification of layoff. Bus drivers on layoff status shall be eligible to participate in succeeding route selection meetings and exercise their seniority rights, for a period of one (1) year or the number of years of service in the bargaining unit at the date of layoff, but cannot displace a bus driver who has been working the previous school year.

**a. Rejecting Recall**

Bus drivers on layoff status may refuse available routes, which are less than the hours worked prior to layoff without forfeiting the right to return by abandonment or quit. Bus drivers on layoff status who have accumulated seniority in other classifications of the bargaining unit shall be eligible for recall to an available position in the other classification in order of greatest seniority within the classification in which the position arises.

**b. Mid Year Layoff**

When it becomes necessary to reduce the number of bus drivers during a school year due to consolidation, modification or elimination of runs to be effective for the second semester, the Employer shall convene a route selection meeting during the month of December to post the revised routes for selection by the same procedure used for selection of routes in August.

**c. Changes in Classification**

In the event a bus driver is reduced from a position and no position is available to the employee within the classifications in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any posted vacancies within the unit

as provided in Article VII. Should the employee be given one of the posted positions he/she shall retain the right to recall to the "reduced position" should it again become available.

**4. Board Determines Routes etc.**

The Board reserves the right to make any changes in equipment, routes, runs, stops, length and number of runs and routes as necessary, for the efficient operation of the transportation system in order to meet requirements and/or needs of the District.

**C. Involuntary Transfer**

The Employer will not involuntarily transfer employees from one seniority classification to another. Prior to the involuntary transfer of an employee to another position within a seniority classification, the Employer will seek qualified volunteers to transfer. Should an involuntary transfer be required, the least senior employee within the classification, at the affected building, who is qualified to perform the work, shall be the one transferred.

**D. Temporary Transfer**

Any employee required by his/her supervisor to temporarily assume the duties of another employee for a period in excess of one (1) consecutive day will be paid the higher rate of pay for those duties retroactively to the first day in the position.

**E. Substitute Work**

In the event substitute work which does not conflict with other scheduled work of the employee becomes available in a classification, qualified employees in the classification of the work, who have notified the Employer in writing of their desire to perform substitute work in addition to their regular schedule, will be offered the work first. The Employer shall not be required to assign substitute work to regularly scheduled employees if it would result in payment of overtime rates for the hours worked.

**F. Position Elimination**

When a position is eliminated and no layoff occurs, the Administration and WESSA shall meet in an effort to determine the placement of the affected employee.

**ARTICLE VII**

**REDUCTION OF EMPLOYEES OTHER THAN BUS DRIVERS**

**A. Seniority and Reduction in Hours**

When the Employer determines it is necessary to reduce the size of the workforce, employees other than bus drivers shall be reduced in order of least seniority within the seniority classification being reduced, provided there are more senior employees, within the seniority classification remaining who possess the necessary qualifications to perform the position(s) available. In the event of reduction in hours Section H shall be implemented.

## **B. “Bumping”**

### **1. To Other Classifications**

Bumping will be allowed within a classification or from one classification to another where there has been previously accumulated seniority in the case of layoff/reduction of hours (greater than 2.5 hours per week) where a person has the qualifications and seniority and would be laid off or reduced in hours if he/she didn't bump.

### **2. Within a Classification**

When a position has been identified for a workforce reduction, the following process shall occur: Employer shall contact the Association President when a likely workforce reduction has been identified. The impacted employee(s), along with Association representation if desired, will meet with the District to discuss the impacted employee's new placement. Where no substantial objection exists, the impacted employee shall exercise their seniority rights by bumping the least senior employee within the same classification with the same number of hours (as long as the impacted employee possesses the qualification necessary for that position). If multiple comparable positions exist within the same building as the impacted employee, the employer may consider same-building placement before looking to the least senior position if in another building.

If the employer determines that a substantial objection does exist, the impacted employee may then bump the next least senior employee within the same classification with the same number of hours (as long as the impacted employee possesses the qualifications necessary for that position), provided no similar substantial objection exists.

The employer will give due consideration to impacted employee objections. However, in the event agreement cannot be reached, the employer shall determine if a substantial objection exists. While not an exhaustive list, substantial objections may (but do not necessarily) include:

- Substantially different job duties (for example, a general education or Title I/31A paraeducator moving to a special education position requiring healthcare-related procedures)
- If the impacted employee has a documented (disciplinary action taken against one party or the other) incident with another employee in the building to which they would be moving
- A change in shift from AM to PM or PM to AM
- If the placement would interfere with the impacted employee's established ADA claims

When an impacted employee assumes a new position due to a reduction in force, the District will provide appropriate training/professional development to ensure the opportunity for the employee to succeed in the new position.

It is understood that an employee impacted by a workforce reduction may exercise their seniority rights by bumping up in hours provided they have greater seniority than employees with a greater number of hours. The impacted employee would be able to bump the least senior employee with the number of hours the impacted employee desires, as long as the impacted employee possesses the qualifications necessary for the position with little to no additional training.

- a. Any displaced employee not present at the selection/bumping meeting or have a proxy, shall waive his/her right to bump and may be placed by the Employer at the conclusion of the meeting in any vacant position for which they possess the qualifications.

## **C. Changes in Classification**

In the event an employee other than a bus driver is reduced from a position and no position is available to the employee within the classifications in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any posted vacancies within the unit as provided in Article VI. Should an employee be given one of the posted positions he/she shall retain the right to recall to the “reduced position” should it again become available.



**D. Layoff Notice**

1. Employees to be laid off shall be given at least thirty-five (35) calendar days notice prior to the effective date of layoff, except in the event of employee work stoppage.
2. In the event a student receiving help from a health care paraeducator moves out of the district or no longer attends the Wyoming Public Schools, resulting in the elimination of the position, the school year layoff language (Article VII.B.2.a) will be implemented.

**E. Recall**

When positions become available in a seniority classification, employees other than bus drivers reduced pursuant to a reduction of employees specified above shall be recalled in order of greatest seniority within the seniority classification from which they were reduced or within any classification in which they have accumulated seniority, provided the employees possess the necessary qualifications to perform the positions. If a bargaining unit member currently on layoff, is recalled to a position for an absent employee receiving long-term disability (LTD) benefits, such person shall be entitled to all benefits under the Master Agreement for the position for the period of recall. If the employee who is receiving LTD benefits is able to return to his/her position, the notice requirements for layoff in Article VII(D)(1) shall not apply.

**F. Rejecting Recall**

An employee other than bus drivers recalled to a position with fewer hours than the hours previously worked per week may reject recall to the position and retain recall rights to the next available position. An employee other than a bus driver rejecting the recall to that position shall be deemed by-passed and not entitled to return to the position should the hours per week be restored to the original level.

**G. Duration of Recall**

The Employer shall maintain reduced employees other than bus drivers on the recall list for a period of two (2) years or the number of years of service in the bargaining unit at the date of layoff, whichever is greater. Employees other than bus drivers shall be recalled as set forth herein to positions which become available.

**H. Altering Work Schedules**

Employees' regularly scheduled hours of work shall not be reduced, except for the least senior employee in each seniority classification. The Employer is free; however, to change the hours of positions that become vacant or are newly created. The Employer is also free to alter work schedules, as per this Agreement, to maintain hours of the employee.

**I. Reduction in Hours**

The Employer shall consult with the Association regarding the justification of any reduction in hours. Due to financial constraints, prior to the start of school, the Employer has the authority to reduce the hours of classroom and/or media paraeducators as a group. Should this occur, a bid session will be held prior to the commencement of a semester.

## ARTICLE VIII

### WORK SCHEDULES AND WORKING CONDITIONS

#### A. General Provisions

##### 1. Determining Hours

For all employees, daily hours (starting time, break time, lunch time, and leaving time) shall be set by the building principal or supervisor to meet the needs of each individual building and must be approved by the Superintendent or the Superintendent's designee.

##### 2. Medication

The administration of medications will be done in accordance with Board Policy 4330 and Section 380.1178 of the Michigan School Code, which will be posted in all buildings.

Training, per the Board policy, on the administration of medication shall be provided for all bargaining unit members required to perform such tasks. Members shall not be required to administer medication to students without another adult witness present, unless there is a life-threatening emergency. All medications shall be stored in a locked cabinet.

No bargaining unit member shall be required to perform a medical procedure for a student without proper "delegation" as defined in the Michigan Public Health Code. The elements of appropriate delegation are:

- a. The decision to delegate must be made by a licensed medical professional.
- b. The person to whom the task is delegated is or will be qualified by education, training, or experience, to perform the selected procedure; and
- c. The person to whom the task is delegated is subject to the supervision of a licensed individual. Supervision need not be on-site, as long as there is the ability of direct communication in person or by radio, telephone or telecommunication between the supervised individual and a licensed health professional.

Proper delegation is required per the Michigan Public Health Code in the following medical procedures; however the list below may not be all-inclusive:

- a. b.clean intermittent catheterization
- b. oral/nasal suctioning
- c. tracheostomy care

The following procedure may not be delegated to an unlicensed individual; however, this listing may not be all-inclusive:

- d. deep suction

**3. Layoff**

Except for bus driver assignments, which are subject to the assignment procedures of Article VI B., all work schedules are subject to reduction according to the procedures of Article VII.

**4. Notice of Change**

Every effort will be made to promote advance notice to the employee and to the Union of a change in assignment or building, recognizing that there may be events, which preclude any advance notice. A temporary change in normal working hours for secretaries may not occur without a two (2) week notice, nor for more than two (2) days per year. If proper notice is not provided, the member will receive overtime compensation at time and one-half for said hours.

**5. Employee Contributions**

The Employer and the Union shall form a joint committee to investigate ways of recognizing employee contributions to the District, i.e., years of service, accident free time, etc.

**6. Job Sharing**

Job sharing arrangements may be approved at the Employer's discretion, with the students' best interest being considered, as follows:

**a. Application**

Two employees desiring to share a position may make an application to the Superintendent or the Superintendent's designee. Such application shall include a written proposal regarding hours of work, job duties, in-service, conferences and the division of responsibilities. The Superintendent or the Superintendent's designee shall meet with the applicants to discuss their proposal and thereafter make his/her decision granting or denying the application, in writing, within twenty (20) calendar days of the meeting.

**b. Restrictions and Waivers**

No job share shall be permitted if the arrangement will in any way adversely affect the seniority, layoff or recall rights of another bargaining unit member, including those on layoff. In such situations, the adversely affected employee(s) and the Association may, in writing, elect to waive his or her seniority rights for that specific situation. Failure of said employee(s) or the Association to waive such rights shall nullify the proposed job share and shall in no way result in adverse effect upon the refusing employee.

**c. Compensation System**

Should an application for job sharing be approved, compensation for the employees involved shall be as follows:

**1. Salary**

Compensation shall be the pro rata amount (prorated as to the percentage of appointment) at the appropriate step of Appendix A.

**2. Benefits**

All fringe benefits, to the extent permitted by the carriers, shall be prorated as to the percentage of the appointment, except that employees working on a greater than 50% basis, shall receive 100% of eligible benefits.

**d. Step Advancement**

Job share employees shall move a full step on Appendix A for each year employed, regardless of the percentage of appointment. Upon return to full-time employment, they shall receive full step credit for each year of the job share, as if they had been employed full time.

**e. Return to Full Time**

Employees desiring to return to full-time status shall have the right to return to full-time employment at the end of each year, provided:

**1. Notice of Intent**

Written notice to the Superintendent or the Superintendent's designee by March 15 of the year preceding their return to full-time employment.

**2. Assignment**

The employee shall be subject to assignment according to the normal assignment procedures of the Master Contract, provided no layoff is required.

**7. Use of School Facilities**

All employees shall have equal access to school facilities provided such use falls within the guidelines of Board Policy.

**8. Collaborative Planning**

The parties recognize collaborative planning as beneficial to the Employer, the Union and the community. All school employees are encouraged to participate. Participation shall be voluntary. When such participation occurs during regular working hours, the employee will receive his/her rate of pay. Participation outside of regular working hours shall be without additional compensation or work time credit as it is for all other school employees.

**9. Athletic Tickets**

The Board of Education shall provide athletic tickets to all Wyoming Public School employees and a guest for all home games. The employee understands that there is a responsibility to insure the safety and security of all participants, and may be asked to assist in crowd control. The Board may also withhold tickets for specific misuse or inappropriate behavior. The Board will consult with the Association regarding the denial of tickets.

**10. Professional Development Days**

Employees will be provided a minimum of 10 hours of mandatory professional learning and a maximum of 20 hours of mandatory professional learning during the school year. Those hours may be up to 5 days

prior to the start of the school year. Staff will be provided with a copy of their classifications professional learning schedule 30 days in advance.

**B. Secretaries**

**1. Work Day/Work Week**

The normal work schedule for full-time secretary/clerical employees shall be eight (8) hours per day, five (5) days per week, Monday through Friday. Secretaries shall be given the option to work the parent-teacher conference schedule and receive their regular hourly rate in conformance with the law and the current Master Agreement. One secretary per building will have this option on a rotating basis with seniority being the order in which the opportunity is offered. If the building secretary does not wish to work, a paraeducator will have this option on a rotating basis with seniority being the order in which the opportunity is offered.

**2. Work Year**

The Employer recognizes the need for additional time for secretaries to manage state aid and new student enrollment programs.

- a. *Elementary, Food Service, Early Childhood Special Education (ECSE) and Transportation*  
204 days plus earned vacation and holiday leave
- b. *Junior High*  
214 days plus earned vacation and holiday leave
- c. *Senior High, Athletic Director and Counseling*  
214 days plus earned vacation and holiday leave
- d. *Student Services*  
Full year secretaries includes earned vacation and holiday leave

**3. Lunch Period**

Each secretarial/clerical employee working more than five (5) hours per day shall be given thirty (30) minutes unpaid lunch time as designated by the building principal.

**4. Duty Limits**

Secretaries are not to cover classes, provide continued (two (2) hours or more) oversight of students in the absence of the principal, take playground duty, or recess breaks and are not to do custodial or matron assignments, except where the health, safety or welfare of the students is involved.

**5. Secretarial/Clerical Breaks**

- a. Each secretarial/clerical employee working four (4) or more hours per day shall receive one (1) fifteen (15) minute break per day during the first half of their work shifts as designated by the supervisor.
- b. Additionally, each secretarial/clerical employee working seven (7) or more hours per day shall also receive one (1) fifteen (15) minute break per day during the second half of their work shifts

as designated by the supervisor. These break periods may be scheduled contiguous with the employee's lunch break as approved by their supervisor.

**C. Food Service**

**1. Breaks**

Food service employees will receive the following paid break schedule per day:

30 minutes – if working at least six (6) consecutive hours per day

15 minutes – if working at least three (3) consecutive hours per day

**2. In-service/Related Duties**

a. The employer will provide a minimum of 7-hours of mandatory in-service per school year for kitchen prep.

b. All buildings serving meals, shall have a Lead Cook. Lead Cook positions must meet State food preparation and sanitation requirements including but not limited to successful completion of ServSafe (or other approved) assessment. Employer will pay for testing preparation materials/aides and administration fees associated with testing/recertification no more than two (2) times. After which, the employee will be responsible for all costs associated with testing preparation and completion.

c. Half-days: All food service employees shall be provided the opportunity to work their number of regularly scheduled hours on half-days during the school year. A sign-up sheet shall be provided two weeks prior to the half days, and employees shall be notified within one week prior of his/her assignment. Lead Cooks are required to work their regularly scheduled hours.

**3. Catered Events**

The opportunity to work catered events shall be provided to employees with the understanding that managers and the food service supervisor have the first opportunity to work. Any offer to work catering events extended to bargaining unit members shall first be offered by seniority to staff within the building, provided the event does not conflict with the employee's regular work schedule. In the event that no bargaining unit member within the building is available, the work will be offered to bargaining unit members on a district-wide seniority basis. Any bargaining unit member interested in working catering events shall sign an availability list by September 1<sup>st</sup> of each year.

**4. Breakfast Program**

Should a breakfast program be instituted, specific building assignments will be posted and the work will be assigned to qualified bargaining unit applicants.

**5. Assignment/Employee Absence**

When an employee is absent and the Employer has been provided not less than twenty-four (24) hours' notice of the absence, the remaining employees at the work site will select their positions based on seniority. The Employer is free to request employees' preferences prior to an absence occurring. When less than twenty-four (24) hours' notice has been provided, an attempt will be made to reassign the open position(s) at the work site by seniority among those scheduled to work in that building.

**6. Handbook**

Handbooks will be updated annually in collaboration with staff and a copy will be provided to the Union President and new hires. Each food service employee shall be provided with a copy of the Wyoming Public Schools Food Service Handbook which shall contain rules, regulations, policies and other information necessary to the proper performance of food service duties. The employee shall sign a statement acknowledging receipt of the handbook. No rule, regulation or policy shall be implemented that is in conflict with this Agreement. Any new rules, regulations, etc. related to a mandatory subject of bargaining are subject to the negotiations process.

**D. Paraeducators**

**1. Split Shift/Lunch**

There shall be no split shifts and an unpaid lunch period of thirty (30) or forty-five (45) minutes as established by the Building Principal.

**2. Duty Limits**

Paraeducators may be assigned to recess duty on a rotating duty with teachers, and to bus loading and unloading periods.

**3. Special Education Paraeducators**

- a. In-service training shall be provided to all appropriate paraeducators to try to provide a greater understanding of Special Education.
- b. Paraeducators considering a Special Education position shall spend time observing the potential work situation before finalizing their decision.
- c. Paraeducators on layoff may reject any non-special education position having fewer hours than the employee previously held and all Special Education positions requiring medical procedures without loss of recall rights. The parties understand that such rejection may well terminate unemployment compensation.
- d. When vacancies occur, the positions will be posted and assignments will be made. However, movement (physical relocation) from one (1) position to another will occur within two (2) weeks.

**4. Class Coverage**

Paraeducators replacing, standing in for or covering the class, other than media center, of a certified teacher, shall receive time and one-half (1 ½) their regular rate of pay for the amount of time covered. No payment shall be made for less than one (1) hour absences of the teacher.

**5. Work in Rooms**

All paraeducators shall work in their regular assigned classroom/building on half days during records time, assuming that they were regularly scheduled to work on such day.

**6. Paraeducator' Breaks**

For paraeducator employees, one (1) fifteen (15) minute break shall be provided for each three (3) hours of work, not to exceed one-half hour.

**7. Meetings**

When a staff member is required by their supervisor to report to a meeting outside of their regularly scheduled hours, the employee will be compensated for the time at their normally hourly rate, excluding union meetings.

**E. Bus Drivers**

**1. Handbook**

Handbooks will be updated annually in collaboration with staff and a copy will be provided to the Union President and new hires. Each bus driver shall be provided with a copy of the Wyoming Public Schools Bus Driver Handbook which shall contain rules, regulations, policies and other information necessary to the proper performance of bus driving duties, including procedures for dealing with student behavior problems. The employee shall sign a statement acknowledging receipt of the handbook. No rule, regulation or policy shall be implemented that is in conflict with this agreement. Any new rules, regulations, etc. related to a mandatory subject of bargaining are subject to the negotiations process.

**2. Rest Room and Telephone**

At all times when bus drivers are scheduled to be present at the Transportation Center they shall have access to restroom facilities and a telephone for personal transportation arrangements or emergencies which must be attended to by personal communication.

**3. Parking Lot**

The bus driver employee and bus parking areas at the Transportation Center and the gate to it shall be adequately lighted at night when bus drivers are scheduled to be present to provide a reasonable view of the area surrounding the buses to detect the presence of others. The lights shall be maintained.

**4. I.D. Cards**

Bus drivers will be provided with an employee identification card.

**5. In-Service**

The rate of pay for in-service meetings, schooling, run preparation time, etc. shall be at the driver rate.

The Employer will provide a minimum fourteen (14) hours of mandatory in-service per year. In addition, the Employer will schedule the remainder of the first reporting day (7 hours total) for route review, cleaning and related duties.

The transportation supervisor may schedule two (2) half-hour meetings per year. It is understood that bus driver break time is not appropriate to be used as a management mandatory meeting time.

**6. Student Discipline Code**

Each bus driver shall receive a copy of the student discipline code adopted by the Board of Education.

**7. Student Medical Conditions**

Drivers shall be advised of any medical conditions of students known to the Employer, which in its judgment may necessitate emergency action by the driver transporting the student.



**8. Substitutes**

- a. The Employer shall make every effort to employ not less than three (3) substitute bus drivers. Mechanics shall not be used as substitutes unless an emergency exists.
- b. A substitute assigned to replace an absent driver, shall be given that driver's entire assignment, including charters.

**9. Transportation Office**

Except for an emergency, all reasonable attempts will be made to occupy the transportation office with a supervisor, secretary, or designee, as long as drivers are engaged in any work on the road excluding charters.

**10. Safety Monitor**

Drivers, at their option, may request a student monitor for their regularly assigned noon runs which shall be assigned at the discretion of the Employer. Drivers may request that an administrator ride a morning or afternoon run that has a record of being exceptionally disruptive.

**11. Trainer Position**

Trainer position will be posted on the board within a 48 hour time period. The supervisor of transportation will select the most qualified and appropriate applicant and explain why other applicants were not chosen.

**12. Meal Allowance**

A meal allowance will be provided to each bus driver whose charter qualifies as follows:

- a. If out between 11:30 a.m. and 12:30 p.m. inclusive, and such run exceeds four (4) hours, the driver will be allowed lunch.
- b. If out between 5:30 and 6:30 p.m. inclusive, and such run exceeds four (4) hours, the driver will be allowed dinner.
- c. The Supervisor will determine who will be allowed a breakfast allowance.
- d. With approval of the supervisor and pre-arrangement with the group sponsor, drivers shall be allowed to drive to and from the nearest family restaurant for the time necessary to obtain the meal and return to the activity site.
- e. Meal Allowance Rates  
Lunch \$12.00          Dinner \$15.00  
Meal Reimbursement upon receipt (meals only and not to substitute a chosen packed lunch)

**F. Custodians/Maintenance/Mechanics**

**1. Shifts**

- a. The regular full working day for the first shift employees, except maintenance employees, shall consist of eight (8) consecutive hours per day, with one (1) hour for lunch, which is not included in the eight (8) hour work period.
- b. The regular full working day for maintenance and mechanic employees and second and third shift employees shall consist of eight (8) consecutive hours per day, with one-half (1/2) hour for lunch, which is not included in the eight (8) hour work period.

- c. The Employer shall have the right, based upon the school calendar, to set the starting time for each shift. Any change in starting shall be posted two (2) weeks prior to the change. The change in starting of a shift shall not be utilized to deprive employees of benefits contained in this agreement. An exception may be made for maintenance employees based upon weather conditions, which necessitates snow removal. In instances where an employee's shift is changed for snow removal, employees have the option of working an eight (8) hour shift or receive overtime pay for work outside their normal shift.
- d. The first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00am. The second shift is any shift that regularly starts on or after 11:00am., but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least five (5) consecutive calendar days, scheduled within a one week period Sunday through the following Saturday. Should Saturday or Sunday work be scheduled as part of a regular shift, the shift will be assigned to the least senior qualified employee or to qualified volunteers for the shift.

## **2. Utility Positions**

- a. Utility positions shall be posted and employees may bid according to the procedures set forth in Article VII.
- b. Utility Employees will be used to fill vacancies of permanently assigned employees who are not at work or at the discretion of the Employer.
- c. Utility Employees shall be paid at the utility rate provided for in the salary schedule.
- d. Utility Employees may be assigned to a secondary building when it is not necessary for him/her to fill in another position.
- e. The Employer reserves the right to fill the opening on a temporary basis; provided, however, that an employee performing work outside of his/her classification shall receive the rate of pay of the classification, whichever is greater, for all hours worked while filling such assignment.

## **3. Breaks**

- a. Each custodial/maintenance and mechanic employee working four (4) or more hours per day, shall receive one (1) fifteen (15) minute break per day during the first half of their work shifts as designated by the supervisor.
- b. Additionally, each custodial/maintenance and mechanic employee working seven (7) or more hours per day shall also receive one (1) fifteen (15) minute break per day during the second half of their work shifts as designated by the supervisor, which may be scheduled contiguous with the employee's lunch break. Maintenance and grounds employees shall take their break at whatever school building they happen to be working at or nearest to at break time.

## **4. Allowances**

- a. Mechanics will be provided an allowance of up to \$100 to be paid towards their uniform (clothes/shoes) once every three years.

## ARTICLE IX

### PAID LEAVE DAYS

#### A. Sick Leave and Accumulation

##### 1. Annual and Maximum Credit

Each employee after fulfilling the probationary period shall be credited with one (1) paid leave day on the first scheduled work day of each month of active employment during their first work year going back to the date of hire, not to exceed 10 days for school year employees and 14 days for 52-week employees.

Sick leave will be as follows:

- a. Bus drivers, food service, paraeducators, and secretaries less than 51 weeks will receive 10 days per year. Five (5) - on July 1<sup>st</sup> and five (5) on January 1<sup>st</sup>.
- b. Custodial/maintenance, full-year secretaries will receive 14 days per year, seven (7) on July 1<sup>st</sup> and seven (7) on January 1<sup>st</sup>.
- c. Days shall be capped at 200 for all support positions.

##### 2. Statement

Each employee will be provided a statement of the number of his/her accumulated paid leave days at the beginning of each work year.

##### 3. Conversion Factor

Excluding custodians, all provisions related to days will be converted to hours for Community Education at a rate of eight (8) hours equals one day. For ABE/ESL and HSC classes, one half (1/2) hour of paid leave for every six (6) hours worked to a maximum of ninety-six (96) hours per year.

##### 4. Family Medical Leave Act

Leave for adoption or a planned and/or foreseeable leave for a support staff member will be subject to the Family Medical Leave Act provisions.

#### B. Leave Days shall be used for the following purposes only:

##### 1. Personal Illness

Personal illness or injury, including medical appointments related to such illness or injury that cannot be scheduled outside the normal workday. The Employer has the right to request written medical verification for any extended illness (more than three (3) consecutive days). Failure to comply in a timely manner (1 week) may reduce appropriate compensation.

##### 2. Family Illness

Illness or injury in the immediate family (spouse, child, parent, or dependent living in the same household). Serious illness, injury or hospitalization of a brother or sister.

**3. Bereavement Leave**

Five (5) consecutive work days because of death in the family (spouse, child, parent, brother, sister, grandparent, grandchild, mother/father-in-law, son/daughter-in-law). The employee may take one (1) day per death to attend the funeral of any person of significance to the employee.

**4. Personal Leave**

Each employee shall be granted up to two (2) personal leave days per year provided that, whenever possible, the Employer is notified at least forty-eight (48) hours in advance. Personal leave days are not to be used to extend a break in the school calendar or a holiday (examples include but are not limited to Thanksgiving, Winter Break, Mid-Winter Break, and Memorial Day Weekend) as described in Article XI.D. The specific reason for such a day shall not be requested from the employee.

Extra days of personal leave without pay will not be allowed except under very unusual circumstances. A written request will be made to the Superintendent or his/ her designee will make the final determination on all requests for unpaid leave within seven (7) days of the receipt of the request.

**C. Response to Requested Leaves (Paid and Unpaid)**

The Employer shall approve or reject written requests within seven (7) calendar days of the receipt of the request. If an employee has not received a response to a leave request within the seven (7) calendar days, the request shall be deemed granted. If rejected, a written response must be given.

**D. Workers' Compensation**

In cases where the employee is paid benefits under the Workers' Compensation Act, leave payments hereunder shall not exceed the difference between the employee's regular straight time wage rate prior to his/her injury or illness and the benefits paid under the provisions of said Workers' Compensation Act, until the payments from the Workers' Compensation Act has expired. Paid leave that has been accumulated shall be deducted on a pro rata basis for the extent of the injury or illness until the accumulation is exhausted. Employees may elect not to use sick leave. The supervisor will provide an injured employee necessary information to file a claim.

**E. Accumulated paid leave days will be compensated at resignation or separation of employment as hereinafter provided:**

**1. Benefits Payable**

**a. Resignation or termination with just cause with ten (10) or more years of service**

One and a quarter (1.25) times the base hourly rate of the employee's classification for each unused accumulated leave day subject to the employee's maximum accrual of unused days listed in Article X (A) (1) (c).

**b. Upon retirement with ten (10) or more years of service**

Upon separation of employment Two and a quarter (2.25) times the base hourly rate of the employee's classification for each unused accumulated leave day subject to the employee's maximum accrual of unused days listed in Article IX (A) (1) (c).

- (1)** Retirement and disability benefits shall be paid at the time the employee files for his/her pension available from the Michigan Public School Employees Retirement Fund and/or Social Security. Death benefits shall be paid to the employee's estate upon the presentation of the death certificate.

(2) The following insurance benefits are available from the Board upon retirement:

**Plan A – Following Options:**

- a. Sign up for retirement insurance as of July 1 and receive Board cash payment of \$250.00 for the months of July and August.
- b. Remain on the school district's insurance until August 31.

**Plan B**

Will remain the same until August 31 – will keep on receiving Board cash payment until August 31.

**F. Jury Duty, Etc.**

An employee who is not a party to the litigation and who is called for jury duty, subpoenaed to appear as a witness in any judicial or administrative proceeding or asked to appear as a witness by the Employer in any proceeding shall suffer no loss of compensation due to his/her absence from his/her regular duties of employment for the time required. The Employer shall not be obligated to pay the employee more than his/her regular rate of pay for the scheduled hours missed minus any amounts to which the employee is entitled from the court or the party requiring the appearance.

**ARTICLE X**

**UNPAID LEAVE OF ABSENCE**

**A. Personal Illness**

An employee who is incapacitated or disabled due to personal illness or injury and who has exhausted all earned and accumulated paid sick leave shall be placed on an extended illness leave of absence without pay or any other compensation for the duration of his/her disability up to one (1) year, with the Board continuing the payment of health insurance premiums for a period up to twelve (12) weeks, in accordance with the Family and Medical Leave Act (FMLA). Thereafter, the continuance of health insurance shall be at the employee's or LTD carrier's cost, if applicable.

**B. Child Care**

Upon written application an employee shall be granted an unpaid leave of absence for the purpose of parental care of his/her newborn child for a period of up to one (1) year. In the event of the death of the object child of the leave, the leave may be terminated upon the request of the employee.

**C. Return to Position**

Upon expiration of a leave of absence of up to one (1) school year, an employee shall be returned to his/her position, if in existence, or if not, to a comparable position. "In existence" shall be defined as an existing position filled by a temporary, substitute or regular employee or unfilled and not eliminated by layoff. Upon expiration of a leave of absence of greater than one (1) school year, an employee shall be returned to a comparable vacant position, if available.

## ARTICLE XI

### COMPENSATION

#### A. Wages

Hourly wages are set forth in Appendix A which is attached to and incorporated into this Agreement.

#### B. Overtime

All time paid shall be deemed time worked for purposes of overtime, excluding vacation days. Overtime shall be defined as:

1. For all employees, except bus drivers, all hours worked in excess of eight (8) hours in a day.
2. For all employees, all hours worked in excess of forty (40) hours in a week.
3. For all employees, except bus drivers, Saturday as such, except when included within a regular forty (40) hours shift week.
4. For all employees, all hours worked on Sunday, with the exception of Sunday evening snow plowing.
5. For all employees, all hours worked on holidays that are defined in this Agreement in addition to holiday pay.
6. An employee requested to work overtime shall, upon reporting for work, be guaranteed a minimum of two (2) hours of overtime pay.
7. All overtime work among the employees in a classification within the separate school building units, except bus drivers, shall be divided as far as feasible and practical.
8. For bus drivers, any hours in excess of eight (8) hours per charter.

#### C. Overtime Rate

All overtime hours shall be paid at the rate of one and one-half (1 1/2) times the regular rate of the employee.

#### D. Paid Holidays

All employees shall receive their regular daily pay for the holidays identified below which fall within their scheduled work year within or immediately prior (within five (5) calendar days) to the beginning of their scheduled work year when said holiday falls on an employee's regular scheduled work day. When said holiday falls on a non-work day, the holiday will be paid based on the employee's daily average of hours (i.e. hours per week/5; in the case where the standard number of hours per week cannot be established the preceding four (4) pay periods will be used to establish an average number of hours worked in a week).

1. Independence Day
2. Friday before Labor Day
3. Labor Day
4. Thanksgiving Day
5. Friday after Thanksgiving Day
6. Day before Christmas

- 7. Christmas Day
- 8. Day before New Year's Day
- 9. New Year's Day
- 10. Memorial Day

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.

**E. Holidays During Vacation**

Should the employee's scheduled vacation include one of the aforementioned holidays, a vacation day to compensate for the holiday will not be deducted.

**F. Unpaid Holidays**

All full-year employees will be required to take the following days as unpaid holidays when falling within their normal work schedule.

- 1. Day after Christmas Day

**G. Requirements**

The employee must work the employee's scheduled work day immediately prior and immediately following the holiday to be paid for the holiday, however, written medical verification may be required to receive holiday pay. An employee on approved paid leave shall not suffer loss of holiday pay.

**H. Vacations**

**1. Vacations – 52 Week Employees**

- a. Except for part-time employees each full-time employee shall, after the completion of one (1) year of employment be entitled to, and receive a vacation and vacation pay, July 1<sup>st</sup> each year as follows:

Seniority	Length of Vacation	Vacation Pay
One (1) year	5 days	5 days
Two (2) years	10 days	10 days
Three (3) years	11 days	11 days
Four (4) years	12 days	12 days
Five (5) years	13 days	13 days
Six (6) years	14 days	14 days
Seven (7) years	15 days	15 days
Ten (10) years	18 days	18 days
Fourteen (14) years	20 days	20 days

- b. Each employee shall be paid his/her current base hourly rate, and shall receive vacation pay for the same number of hours per pay as corresponds to his/her daily schedule at the time of his/her vacation. Upon the severance of employment, the employee shall be paid for all accumulated vacation time, except for dismissal for cause.

- c. All employees will submit vacation requests at least thirty (30) calendar days prior to the vacation dates requested for periods of one week or more. Not less than ten (10) calendar days' notice

shall be required for periods of less than one week. Vacation time may be requested for any time during the year, subject to the school calendar and the school schedule of events.

- d. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more days, providing such scheduling does not adversely affect the normal operations. Employees with the greatest seniority shall be given preference with respect to the time they take their vacation. As the performance of the duties of employees in the bargaining unit must be continuous during the year, it is not possible for all employees in a classification to be absent on vacation at the same time. The Employer will approve or deny vacations by April 1 of each year. Vacation time requested after April 1 will be assigned on a first come, first served basis rather than a seniority basis. Vacations must be taken for each year within twelve (12) months after an employee becomes eligible for a vacation. A vacation may not be waived by an employee and extra pay received for work during that period.
- e. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuously with the vacation.

**2. Vacations – Food Service, Bus Drivers, Paraeducators, and Custodians (less than 52 weeks)**

After the completion of one (1) year of employment, the employee shall be entitled to receive vacation time at their regular (average) daily rate of pay (i.e. hours per week/5; in the case where the standard number of hours per week cannot be established the preceding four (4) pay periods will be used to establish an average number of hours worked in a week) July 1<sup>st</sup> of each year as follows:

- a. **After one (1) year** 5 days to be taken during Winter break
- b. **After five (5) years** 5 days to be taken during Winter break, 2 days to be taken during Spring Break
- c. **After ten (10) years** 5 days to be taken during Winter break, 4 days to be taken during Spring Break

**3. Vacations – School Year Secretaries (less than fifty-two (52) weeks)**

After the completion of one (1) year of employment, these employees shall receive vacation time at their regular (average) daily rate of pay, July 1<sup>st</sup> as follows:

- a. After one (1) year 5 days to be taken during Winter break
- b. After five (5) years 5 days to be taken during Winter break, 2 days to be taken during Spring Break
- c. After ten (10) years 5 days to be taken during Winter break, 5 days to be taken during Spring Break

**I. Uniforms**

**1. Bus Drivers**

Upon completion of the probationary period and each three (3) year period of active employment as a regular scheduled bus driver, a bus driver will receive one jacket with a removable winter liner, the style, design, color, quality and identifying markings to be determined by the Employer. The quality of the jackets shall be similar to the jackets provided in the previous year. Every effort shall be made to distribute jackets during the first week of school. The Employer shall require all drivers to wear the District jacket if weather conditions dictate.



**2. Custodial/Maintenance/Mechanics/Food Service**

The Employer shall, without cost to the employee, provide annually to each custodial/maintenance/food service employee three (3) shirts and three (3) pants which shall be properly maintained by the employee, with the exception of the Boiler Maintenance employee who will receive five (5) shirts and five (5) pants. Mechanics shall be provided five (5) shirts and five (5) pants per week through a laundry service. Uniforms will be issued in September, annually. The Board will choose the vendor and employee shall then be responsible for reporting for fitting of uniforms. It is understood that with the approval of the Director of Operations a vendor option other than shirts and pants is a possibility. In addition, disposable rubber gloves shall be available at every work site.

**J. Unscheduled School Closing**

If the canceled work hours are not to be rescheduled for work on a rescheduled student instruction day the employee will not be required to report for work and shall be paid for such hours. Employees required to report on canceled student instructional days/hours and for any hours worked during times when school is closed due to inclement weather shall be paid for all time worked at their regular rate of pay. Community Education and district evening class cancellations will not add an additional day for custodial/maintenance day employees.

When work is canceled due to schools being closed to students and teachers on scheduled student instruction days which will be rescheduled for another date (in accordance with state law), employees scheduled to work, except custodial/maintenance and mechanic employees, shall not be required to report for the canceled work hours and shall not be paid for such hours, but will work the rescheduled hours and be compensated as regularly scheduled work hours.

1. Should an unscheduled school closing occur, due to severe inclement weather, custodial/maintenance employees are required to report to work at their normally scheduled time. Those maintenance and custodial staff required to report by the Director of Operations shall receive their normal base pay as an 'inclement weather day' and pay for hours required to work. If directed not to report by the Director of Operations, they will be paid at their regular rate for the number of hours normally scheduled. These hours will not be considered "hours worked" for overtime calculation purposes.

If a custodial/maintenance employees are unable to report to work due to inclement weather, he/she may use one of his/her personal leave or vacation days provided he/she still have leave available.

2. If the cancellation of school is outside of the legislated number of hours allowed for "Act of God" hours whereby the school district would either have to make up said hour(s) or otherwise suffer a loss of state aid, and an employee has requested any type of paid leave (i.e. Association day, sick leave, bereavement leave, personal day, etc.), the request for leave shall be voided and without loss of time to the employee's respective leave bank. Any such hours that are outside of the "allowed" Act of God hours shall be rescheduled for a later date mutually agreed upon by the parties.
3. If an employee attends a work-related conference or meeting on a date when school has been canceled due to unforeseen circumstances, the employee shall be compensated for said hour(s).

**K. Bus Driver Minimums**

1. **AM/PM Runs**

Bus drivers will be paid a minimum of one and one-half (1 ½) hours pay for each A.M. and P.M. shift worked on regular scheduled routes and may be assigned job related duties for the remainder of the one and one-half (1 ½) hours if the regular scheduled route requires less than the time paid.

**2. Midday Runs**

Midday runs are bus runs other than charters occurring between A.M. and P.M. runs. Bus drivers reporting for midday runs having been off duty for more than thirty (30) minutes will be paid a minimum of one (1) hour or actual driving time and continuous duty time whichever is greater.

**3. Continuous Duty Time**

Bus drivers commencing midday or charter runs within thirty (30) minutes of the completion of A.M. or P.M. runs or the completion of another midday or charter run shall remain on duty and be paid continuously through from the end of the preceding run to the commencement of the following run at the charter run rates.

**4. Charter Runs**

- a. Bus drivers shall be paid a minimum of two (2) hours or actual driving time, whichever is greater, for driving a charter run commencing prior to 3:30 p.m. Bus drivers shall be paid a minimum of three (3) hours or actual driving time, whichever is greater, for driving a charter run commencing at or after 3:30 p.m. If a charter run is canceled and the assigned driver is allowed to arrive at the departure site without notice of cancellation, where the charter run is continuous from a regular scheduled run, the bus driver shall be paid a minimum of one (1) hour. If a charter run is canceled where the assigned bus driver has been off duty for more than one (1) hour prior to departure time for the charter run and the assigned bus driver is allowed to report to the Transportation Center without notice of cancellation, the bus driver shall be paid a minimum of two (2) hours. A one-way charter run, which is contiguous to a regular assignment, will be paid a one (1) hour minimum. A driver, whose bid on a charter run is canceled, will not regain his/her regular run except when requested by the supervisor. One-way charters will be paid at the regular daily driving hourly rate.
- b. Saturday charters will be paid at a minimum of three (3) hours, whether the charter is taken or is canceled, provided the assigned driver is allowed to report to the Transportation Center without notice of cancellation.

**5. Pre-Trip Time**

- a. Starting times established by the supervisor will incorporate fifteen (15) minutes pre-trip time into the first (1<sup>st</sup>) run of the day and all charters which do not occur immediately following a regular run.
- b. Saturday pre-trip time will be thirty (30) minutes.

**6. Bus Driver Substitutes**

Current bus driver substitutes will be given two (2) hours for their holiday, accumulated leave and vacation days. Beginning in 2005-06, all drivers must have worked a minimum of two hundred twenty-five (225) hours in the previous year to qualify for the above holiday, accumulated leave, and vacation days.

**7. Shuttles**

Drivers shall be paid at their regular rate of pay when driving shuttles that involve continuous driving. A shuttle is defined as less than 30 miles round trip.

**L. Pay for Licenses**

The employer will reimburse employees required by the Employer to operate school vehicles in the performance of their work duties, the additional cost above a regular operator's driver's license for any license and/or endorsement required by law to operate the vehicle. Payment will be at the one year anniversary with submission of proof of expenditure.

**M. Trainer's Pay**

Drivers serving as trainers will be paid the regular hourly rate.

**N. Partial Half Days**

When the Employer schedules one-half (1/2) days for a portion of the students, necessitating an additional trip to and from home for drivers, those drivers affected shall receive one (1) hour additional pay at the driving rate.

**O. Shift Premiums**

Custodial/maintenance and mechanic employees working on the second shift and assigned thereto shall receive a premium of fifteen (15) cents per hour and custodial/maintenance and mechanic employees working on the third shift and assigned thereto shall receive a premium of twenty (20) cents per hour added to their hourly wages, it being understood that such premiums do not apply to first shift employees working overtime into the second shift, second shift employees working overtime into the third shift, or first shift employees working on the third shift, or first shift employees working on the third shift prior to the start of the first shift.

**P. Special Education Paraprofessional Premium**

EI, MoCI, MiCI, Resource Room, One-on-One, and Healthcare paras will receive an annual payment of \$1,000 paid evenly over 20 pays.

These payments are considered wages for the purpose of retirement.

**Q. Longevity**

Longevity will be paid as follows:

- At 10 years: \$500 annually paid evenly over 20 pays (26 for year-round employees)
- At 15 years: \$1,000 annually paid evenly over 20 pays (26 for year-round employees)
- At 20 years: \$1,500 annually paid evenly over 20 pays (26 for year-round employees)
- At 25 years: \$2,500 annually paid evenly over 20 pays (26 for year-round employees)

These payments are considered wages for the purpose of retirement.

**R. Insurance Benefits**

## 1. Choice of Benefits

The employer shall offer the following benefit packages:

Employees shall have the following MESSA medical plans available in MESSA PAKS:

1. MESSA Choices, \$500/1,000 annual deductible, 10% Co Insurance, 20 OV/25 UC/50 ER Saver Rx,
2. MESSA ABC Plan 1, \$1350/\$2,700 annual deductible, ABC Rx, with HEQ
3. MESSA Choices \$300/\$600 annual deductible, 20 OV/25UC/\$50ER, Saver Rx
4. Essentials by MESSA , \$375/750 annual deductible, 20% Co Insurance, 10 online, 25 OC, 50 Spec/50 UC/200 ER, EbM Rx,

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

All employees enrolled in health care plans described above shall receive the following non-medical/ancillary PAK benefits:

1. MESSA Life Insurance (\$45,000/AD and D)
2. MESSA LTD (90 CDMF 66 2/3% Max 4,500 primary)
3. MESSA/Delta Dental Plan (100/100/90 \$2,500 annual max; 50% ortho; AO )
4. MESSA/Vision Preferred

Cash in lieu of medical coverage to be paid at \$1,800 over 26 pays for those employees not electing health benefits. Employees electing cash in lieu will still be eligible for ancillary coverages.

## 2. Eligibility for Benefits

Employees working 24 or more hours per week are eligible for health and ancillary benefits as outlined in Q1 above.

Employees working less than 24 hours per week are eligible for \$15,000 of term life insurance.

## 3. Payment for Benefits

- A) The annual employer-paid amounts shall be adjusted at the beginning of each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

Should the premium be below the hard cap for any chosen plan, the employee is entitled to compensation equal to the difference between the employer's maximum contribution and the premium of the plan they elected. The difference in pay will be paid in bi weekly amounts (26 pays) back to the employee as cash in lieu of insurance.

All employee contributions for health premiums will be paid through a qualified Section 125 Plan and not be subject to income tax and FICA withholding.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by the IRS. Such contributions will also be made through a qualified Section 125 Plan and not be subject to income and FICA taxation.

Single, double or family ancillary coverages will be paid 100% by the employer for employees working 30 or more hours per week.

- B)** For employees working between 24 and 27.99 hours per week, the employer shall pay 50% of the cap amounts noted in Q.3.A for medical coverage. The employer will cover 100% of the cost of single subscriber ancillary coverages. The employee may choose to purchase double or family coverage at their own expense (less the employer's contribution up to the single subscriber rates).
- C)** For employees working between 28 and 29.99 hours per week, the employer shall pay 75% of the cap amounts noted in Q.3.A for medical coverage. The employer will cover 100% of the cost of ancillary lines for single, double or family plans.

#### **4. Ancillary Employer Payments**

At the rates in effect as of 1/1/2022 for the ancillary coverage lines noted above, the employer shall cover 100% of the cost for employees. Beginning with rates effective 1/1/2023, the employer will pay no more than 3% more than it paid the prior year for each single, two-person, or family plan. This 3% cap in increased employer cost shall be calculated for each year of this agreement from the base year (2022). For example, if the single PAK rate for ancillary lines is \$1,000 for rates expiring 12/31/2022, the employer will pay no more than \$1,030 for 2023, no more than \$1,060.90 for 2024, and no more than \$1,092.73 for 2025.

#### **5. Before- and After-School Grant Programming**

Benefits for employees working in the before and after school grant funded programs will be calculated on the traditional day school hours only, however, an employee may bid on one before or after school grant funded program assignment in conjunction with a regular assignment and be eligible for overtime compensation, not to exceed two hours of overtime per week for the duration of the grant.

#### **6. Employees Not Eligible for Participation in Insurance Benefit Plans Set Forth In One (1) and Two (2) Above**

The Employer will make monthly premium payments to provide each such employee continuously employed with term life insurance coverage in the amount of fifteen thousand dollars (\$15,000).

The Employer will work with those employees who wish to purchase group medical insurance at the employee's expense with payroll deduction, subject to the permission of the insurance carrier and its rules and regulations.

#### **7. Bus Driver Eligibility**

- a.** To determine eligibility for insurance benefits and/or placement, bus drivers' hours shall be computed on an annual basis.
- b.** Hours worked shall be all hours paid by the employer, including charters.
- c.** The total hours worked shall be divided by the actual number of bus driver work days (student instructional days in the calendar when drivers transport students) available that year and multiplied by five to determine the average hours worked per week.
- d.** This process shall be repeated each year to determine placement for the following year.
- e.** Newly hired drivers with no previous year's work record, shall receive or not receive insurance

benefits based upon anticipated hours of work. Should the employee fail to complete the hours of work after the Employer has provided benefits, the employee shall repay the Employer for money spent, through equal monthly installments by payroll deduction in the succeeding work year.

**8. Health Insurance Bidding**

The parties acknowledge that the District may be required by applicable state law to bid health insurance in order to receive or maintain a full foundation grant. In that event, the District will bid the health insurance benefits as stated in this Agreement, equal to or better than existing carrier and program, but the District will not be obligated to provide such benefits via the carrier(s) stated in this Agreement. However, the District will bargain with the Association concerning the implementation of any change in carrier(s) as the result of such bid.

**S. Section 125 Plan**

Employee premium contributions will be paid through a Section 125 pre-tax account. The district shall establish flex accounts for bargaining unit members for medical expenses.

**T. Travel Between Buildings and Elsewhere**

An employee who is required to use their personal vehicle for official school business at the request of his/her supervisor shall be reimbursed for such authorized miles driven at the IRS rate. The employee shall submit a request for reimbursement to his/her supervisor no later than 30 days after the date on which the expense incurred.

All comp time balances as of September 1, 2013 shall be cashed out at the employee's current rate of pay. Beginning with the 2013 contract agreement comp time is no longer available.

**ARTICLE XII**

**PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE**

**A.** Any employee, group of employees, or the Association believing that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement or any existing rule, order or regulation of the Board, and any other provisions of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative.

**B.** The procedure governing grievances shall be as follows:

**Definitions:**

1. A "complaint" is an alleged violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.
2. A "grievance" is a complaint which has not been resolved and which has been reduced to writing.

**C.** The "Aggrieved Party" is the person or persons, or Association making the claims.

**General Principles:**

1. The primary purpose of this procedure is to secure at the lowest level possible, solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
2. Employees have the right to review their own file. Nothing contained herein shall be construed as limiting the right of any employee with a complaint to discuss the matter informally with any appropriate member of the Administration. 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.
3. Both the administration and the aggrieved party want a timely and expedient resolution to the problem. An agreement to extend timelines, or suspend timelines is always possible if the two sides agree. If, however, no suspension of timelines is agreed upon, and if timelines are violated the grievance proceeds to the next level immediately. (If two timeline constraints are violated by the administration the administration's response is seen as to grant the aggrieved's position).

**Procedure:**

1. **Level One**  
An employee or group of employees, or the Association shall within fifteen (15) work days of its alleged occurrence or 15 work days from the date the employee learned of the violation, orally discuss the complaint with the building supervisor and the Representative of the Association in an attempt to resolve the matter. If no resolution is obtained within five (5) work days following the discussion, the grievant may express a grievance in writing and process in accordance with Level Two, on the Grievance Form as shown in the Appendix B.
2. **Level Two**  
Any grievance filed by an employee, group of employees or the Association must be filed within five (5) work days from the end of Level One. The Board hereby designates for its representatives for such purposes the principal/supervisor in each school building and the Superintendent of Schools or the Superintendent's representative when the particular grievance arises in more than one building. The Association hereby designates the President of the Association or designated representative, as the local agent for processing grievances. Within five (5) work days of the receipt of the grievance (Level 2) the designated representative of the Board shall meet with the designated representative of the Association in an effort to resolve the grievance. The affected grievant(s) may or may not be present at such meeting.
3. **Level Three**  
If the meeting is with the principal/supervisor and the parties cannot agree, the grievance shall be promptly transmitted within five (5) work days to the Superintendent or designated representative who shall have five (5) work days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent or designated representative, that person will have ten (10) work days from receipt to approve or disapprove it. If the grievance is denied by the Superintendent or designated representative, either in review of the action of the principal/supervisor, or as the initial response, the Superintendent or designated representative shall answer the grievance in writing and the grievance with the answer shall be transmitted to the Association. The Association shall have twenty (20) work days to file a demand for arbitration with the American Arbitration Association.
4. **Level Four**  
Upon the filing of a demand for arbitration, an arbitrator shall be appointed under the rules of the American Arbitration Association, which shall likewise govern the hearing. The arbitrator so selected will confer with the parties and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearing. The costs of the arbitrator shall be shared equally by the

Board and the Association. The Board and Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Board and to the Association. The Arbitrator's decision shall be in writing and will set forth findings of facts, reasons, and conclusions on the issues submitted, and shall be final and binding upon all parties concerned. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. The Arbitrator's authority shall be limited to deciding whether a specific Article and Section of this Agreement has been violated and shall be subject in all cases to the rights and responsibilities and authority of parties under the Michigan General School Law or any other National, State, County, District or Local Laws.

**Miscellaneous:**

1. A complaint or grievance may be withdrawn at any level without prejudice of interpretation of the Agreement.
  2. The complaint discussed and the decision rendered at Level One shall be placed in writing upon request of either party. Decisions rendered at other levels shall be in writing and shall promptly be transmitted to the aggrieved parties.
  3. No reprisals of any kind shall be taken by or against any aggrieved party or any participation in the grievance procedure by reason of such participation.
  4. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.
  5. It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the limits and procedure as set forth herein.
  6. In the event a grievance is filed after May 1<sup>st</sup> of any year and strict adherence to the time limits may result in hardship of any aggrieved party, the Superintendent or designated representative shall use every effort to process such grievance prior to the end of the school term or as soon thereafter as possible. If the grievance is processed to arbitration the Association may submit the grievance to expedited arbitration under the rules of the American Arbitration Association.
- D. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

**ARTICLE XIII**



## EVALUATION

### A. Conference

An evaluation conference shall be held with an employee by the evaluator prior to any evaluation being forwarded to the Superintendent or the Superintendent's designee for review.

### B. Employee Signature

The employee shall be provided a copy of the written evaluation and shall sign the evaluation, acknowledging that a conference has been held and receipt of a copy of the evaluation. The employee's signature shall not mean the employee agrees with its content.

### C. Employee Rebuttal

An employee who has been evaluated shall be able to attach a rebuttal statement to the evaluation by the end of the fifth (5<sup>th</sup>) work day following the evaluation conference. The rebuttal statement shall be submitted to the evaluator in order that the employee and evaluator have an opportunity to discuss the evaluation and amend it if appropriate. Should the evaluation not be amended, the rebuttal statement shall be attached and it shall be forwarded to the Superintendent or the Superintendent's designee. The evaluation and rebuttal statement, if one is presented, shall be placed in the employee's personnel file.

### D. Evaluation Conducted by Supervisors

All evaluations of employees shall be conducted by supervisors from their area of operation.

### E. Evaluation Committee

The District and the Union shall establish a joint Evaluation Committee to study and make recommendations regarding employee evaluations.

### F. Evaluation Not Conducted

If an employee is not evaluated during the work year, that employee's work performance shall be considered satisfactory.

## ARTICLE XIV

### USE OF THE INTERNET/INTRANET BY WESSA MEMBERS

#### A. Purpose

1. The parties recognize that the Internet/Intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related, Board of Education and Association endeavors.
2. Employee use of the Internet/Intranet is appropriate under all of the following circumstances:

- a. Support of the academic program;
  - b. Telecommunications;
  - c. Association activities; and
  - d. Reasonable personal and recreational usage to the extent that such use does not violate the Master Agreement and does not interfere with the member's assigned duties and responsibilities.
3. The employees may not use the District's Internet/Intranet for commercial for-profit purposes.
  4. The parties recognize that there is no legitimate expectation of privacy in electronic mail communications.
  5. The parties agree to form an Internet/Intranet Acceptable Use Committee, with three (3) members appointed annually by the Associations and three (3) members appointed annually by the Administration.
  6. Tech Liaisons will annually review with building staff, strategies to avoid unintentional violations of Internet/Intranet usage.
  7. The Employer agrees to provide insurance coverage for any unintentional damage that may result to the Employer's computer system while on school property or at a school sponsored activity. The employee will assume responsibility for damage to the computer system at all other times.

**B. Discipline-Related Issues**

1. The Employer agrees not to cease an employee's use of the Internet/Intranet due to an unintentional violation of this Article.
2. When a student or employee misuses the Internet/Intranet, the parties agree to jointly complete a thorough investigation of the alleged misuse. Bargaining unit members shall not be disciplined for a student's misuse of the Internet/Intranet.

**C. Privacy Issues**

The Employer will provide each employee with a password for accessing the Internet/Intranet and electronic mail. The employees agree to maintain confidentiality with regard to their passwords, however, it is understood that the Employer will have access to all such passwords, which will be kept in a safe and confidential location.

**D. Objectionable Materials**

1. The Employer and employee agree to discipline students for unauthorized use of the Intranet/Internet, including unauthorized use of an employee's password.
2. The parties agree that employees shall not intentionally access inappropriate websites.

**E. Violation of Intellectual Property Laws**

No employee shall be disciplined for any unintentional violation of any copyright, patent trademark, or other intellectual property infringement.

**ARTICLE XV**

## **SUBCONTRACTING AND WORKING SUPERVISORS**

### **A. Subcontracting**

The Employer retains the right to contract and/or subcontract work performed by non-instructional support staff. However, the Employer agrees that contracting or subcontracting of bargaining unit work performed by Paraeducators will not be utilized to deny bargaining unit members employed in these classifications their regularly scheduled and normal working hours.

### **B. Working Supervisors**

1. As is presently the case, supervisors employed as of September 1, 1993, may perform bargaining unit tasks in the course of their employment and such shall not be construed as taking work from the bargaining unit. Supervisors employed after 09/01/93 shall comply with number 2. below with regard to all bargaining unit work.
2. With regard to work that is normally and regularly performed by custodial/maintenance/mechanic employees, supervisors shall not normally and/or routinely perform such work as a regular assignment, except in cases of an emergency arising out of an unforeseen circumstance which calls for immediate attention or in cases of instruction or training of employees. However, the Employer may assign one (1) supervisor on a regular basis to work with custodial/maintenance and/or mechanic employees and perform such work on a routine basis.

### **C. State Mandates**

The parties acknowledge that the District may be required by applicable state law to bid the provision of support services, in order to receive or maintain a full foundation grant or other State Aid. In that event, nothing in this Agreement will preclude the District from bidding such support services.

## **ARTICLE XVI**

### **CONTINUITY OF OPERATIONS**

The Union, its agents, or employees shall not for the duration of this Agreement authorize, promote or engage in nor condone any strike, work stoppage or job action of any kind.

## **ARTICLE XVII**

### **DURATION OF AGREEMENT**

#### **A. Entire Agreement**

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

#### **B. Separability**

If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect.

**C. Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The Employer shall have the right to deal with such subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment of this Agreement concerning such subjects or matters.

**D. Term of Agreement**

This Agreement shall become effective August 15, 2022 and expires August 14, 2025, at which time it shall terminate unless extended by written agreement of the parties.

**E. Successor Negotiations**

At any time within ninety (90) days prior to the termination date of this Agreement either party may serve written notice to the other of its desire to begin negotiations upon a successor collective bargaining agreement and negotiations shall begin within thirty (30) days from the receipt of the notice.

**EDUCATION SUPPORT STAFF ASSOCIATION**

By \_\_\_\_\_  
WESSA President

By \_\_\_\_\_  
Uniserv Director

**BOARD OF EDUCATION**

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Vice President

By \_\_\_\_\_  
Superintendent

Drivers			
Step	22/23	23/24	24/25
D1	\$18.00	\$18.36	\$18.73
D2	\$18.36	\$18.73	\$19.10
D3	\$18.73	\$19.10	\$19.48
D4	\$19.10	\$19.48	\$19.87
D5	\$19.48	\$19.87	\$20.27
D6	\$19.87	\$20.27	\$20.68
D7	\$20.27	\$20.68	\$21.09
D8	\$20.68	\$21.09	\$21.51
D9	\$21.09	\$21.51	\$21.94
D10	\$21.51	\$21.94	\$22.38
CHRTR	\$18.00	\$18.36	\$18.73

Head Mechanic			
Step	22/23	23/24	24/25
M1	\$22.80	\$23.26	\$23.73
M2	\$23.26	\$23.73	\$24.20
M3	\$23.73	\$24.20	\$24.68
M4	\$24.20	\$24.68	\$25.17
M5	\$24.68	\$25.17	\$25.67
M6	\$25.17	\$25.67	\$26.18
M7	\$25.67	\$26.18	\$26.70
M8	\$26.18	\$26.70	\$27.23
M9	\$26.70	\$27.23	\$27.77
M10	\$27.23	\$27.77	\$28.33

Dispatcher			
Step	22/23	23/24	24/25
DISP1	\$21.50	\$21.93	\$22.37
DISP2	\$21.93	\$22.37	\$22.82
DISP3	\$22.37	\$22.82	\$23.28
DISP4	\$22.82	\$23.28	\$23.75
DISP5	\$23.28	\$23.75	\$24.23
DISP6	\$23.75	\$24.23	\$24.71
DISP7	\$24.23	\$24.71	\$25.20
DISP8	\$24.71	\$25.20	\$25.70
DISP9	\$25.20	\$25.70	\$26.21
DISP10	\$25.70	\$26.21	\$26.73

Assistant Mechanic			
Step	22/23	23/24	24/25
AM1	\$20.85	\$21.27	\$21.70
AM2	\$21.27	\$21.70	\$22.13
AM3	\$21.70	\$22.13	\$22.57
AM4	\$22.13	\$22.57	\$23.02
AM5	\$22.57	\$23.02	\$23.48
AM6	\$23.02	\$23.48	\$23.95
AM7	\$23.48	\$23.95	\$24.43
AM8	\$23.95	\$24.43	\$24.92
AM9	\$24.43	\$24.92	\$25.42
AM10	\$24.92	\$25.42	\$25.93

**Custodial**

Step	22/23	23/24	24/25
C1	\$17.50	\$17.85	\$18.21
C2	\$17.85	\$18.21	\$18.57
C3	\$18.21	\$18.57	\$18.94
C4	\$18.57	\$18.94	\$19.32
C5	\$18.94	\$19.32	\$19.71
C6	\$19.32	\$19.71	\$20.10
C7	\$19.71	\$20.10	\$20.50
C8	\$20.10	\$20.50	\$20.91
C9	\$20.50	\$20.91	\$21.33
C10	\$20.91	\$21.33	\$21.76

**Custodial Head Elementary**

Step	22/23	23/24	24/25
CHE1	\$18.00	\$18.36	\$18.73
CHE2	\$18.36	\$18.73	\$19.10
CHE3	\$18.73	\$19.10	\$19.48
CHE4	\$19.10	\$19.48	\$19.87
CHE5	\$19.48	\$19.87	\$20.27
CHE6	\$19.87	\$20.27	\$20.68
CHE7	\$20.27	\$20.68	\$21.09
CHE8	\$20.68	\$21.09	\$21.51
CHE9	\$21.09	\$21.51	\$21.94
CHE10	\$21.51	\$21.94	\$22.38

**Custodial Head Secondary**

Step	22/23	23/24	24/25
CHS1	\$18.25	\$18.62	\$18.99
CHS2	\$18.62	\$18.99	\$19.37
CHS3	\$18.99	\$19.37	\$19.76
CHS4	\$19.37	\$19.76	\$20.16
CHS5	\$19.76	\$20.16	\$20.56
CHS6	\$20.16	\$20.56	\$20.97
CHS7	\$20.56	\$20.97	\$21.39
CHS8	\$20.97	\$21.39	\$21.82
CHS9	\$21.39	\$21.82	\$22.26
CHS10	\$21.82	\$22.26	\$22.71

**Maintenance & Grounds I**

Step	22/23	23/24	24/25
MGTWO1	\$19.25	\$19.64	\$20.03
MGTWO2	\$19.64	\$20.03	\$20.43
MGTWO3	\$20.03	\$20.43	\$20.84
MGTWO4	\$20.43	\$20.84	\$21.26
MGTWO5	\$20.84	\$21.26	\$21.69
MGTWO6	\$21.26	\$21.69	\$22.12
MGTWO7	\$21.69	\$22.12	\$22.56
MGTWO8	\$22.12	\$22.56	\$23.01
MGTWO9	\$22.56	\$23.01	\$23.47
MGTWO10	\$23.01	\$23.47	\$23.94

**Maintenance & Grounds**

Step	22/23	23/24	24/25
MG1	\$18.75	\$19.13	\$19.51
MG2	\$19.13	\$19.51	\$19.90
MG3	\$19.51	\$19.90	\$20.30
MG4	\$19.90	\$20.30	\$20.71
MG5	\$20.30	\$20.71	\$21.12
MG6	\$20.71	\$21.12	\$21.54
MG7	\$21.12	\$21.54	\$21.97
MG8	\$21.54	\$21.97	\$22.41
MG9	\$21.97	\$22.41	\$22.86
MG10	\$22.41	\$22.86	\$23.32

Secretary			
Step	22/23	23/24	24/25
S1	\$16.10	\$16.42	\$16.75
S2	\$16.58	\$16.91	\$17.25
S3	\$17.08	\$17.42	\$17.77
S4	\$17.59	\$17.94	\$18.30
S5	\$18.12	\$18.48	\$18.85
S6	\$18.66	\$19.03	\$19.41
S7	\$19.22	\$19.60	\$19.99
S8	\$19.80	\$20.20	\$20.60
S9	\$20.39	\$20.80	\$21.22
S10	\$21.00	\$21.42	\$21.85

Paraeducator			
Step	22/23	23/24	24/25
P1	\$15.20	\$15.50	\$15.81
P2	\$15.58	\$15.89	\$16.21
P3	\$15.97	\$16.29	\$16.62
P4	\$16.37	\$16.70	\$17.03
P5	\$16.78	\$17.12	\$17.46
P6	\$17.20	\$17.54	\$17.89
P7	\$17.63	\$17.98	\$18.34
P8	\$18.07	\$18.43	\$18.80
P9	\$18.52	\$18.89	\$19.27
P10	\$18.98	\$19.36	\$19.75

Food Service Utility / Van Driver			
Step	22/23	23/24	24/25
FSU1	\$15.00	\$15.30	\$15.61
FSU2	\$15.30	\$15.61	\$15.92
FSU3	\$15.61	\$15.92	\$16.24
FSU4	\$15.92	\$16.24	\$16.56
FSU5	\$16.24	\$16.56	\$16.89
FSU6	\$16.56	\$16.89	\$17.23
FSU7	\$16.89	\$17.23	\$17.57
FSU8	\$17.23	\$17.57	\$17.92
FSU9	\$17.57	\$17.92	\$18.28
FSU10	\$17.92	\$18.28	\$18.65

Food Service Leads			
Step	22/23	23/24	24/25
FSL1	\$15.50	\$15.81	\$16.13
FSL2	\$15.81	\$16.13	\$16.45
FSL3	\$16.13	\$16.45	\$16.78
FSL4	\$16.45	\$16.78	\$17.12
FSL5	\$16.78	\$17.12	\$17.46
FSL6	\$17.12	\$17.46	\$17.81
FSL7	\$17.46	\$17.81	\$18.17
FSL8	\$17.81	\$18.17	\$18.53
FSL9	\$18.17	\$18.53	\$18.90
FSL10	\$18.53	\$18.90	\$19.28

APPENDIX B  
GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_

Wyoming Public Schools/Kent County Education Association

Name of Grievant	Building	Assignment	Date Filed

**Level I**

A. Date cause of grievance occurred \_\_\_\_\_

B. Specific article/law/rule/regulation violated \_\_\_\_\_

C. Statement of grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Remedy requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association Representative

\_\_\_\_\_  
Date

E. Date of meeting with supervisor: \_\_\_\_\_

F. Disposition (Supervisor): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

G. Disposition of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association Representative

\_\_\_\_\_  
Date



**Level II**

A. Date of Meeting with representative from Human Resources: \_\_\_\_\_

B. Disposition (management): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Representative from Human Resources Date

C. Disposition of Grievant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant Date

\_\_\_\_\_  
Signature of Association Representative Date

**Level III**

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Date of Meeting with the Superintendent or Designee: \_\_\_\_\_

C. Disposition (management): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent/Designee Date

D. Disposition of Grievant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant Date

\_\_\_\_\_  
Signature of Association Representative Date

E. Date Received by Association Grievance Committee: \_\_\_\_\_

F. Disposition of Association Grievance Committee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Association Representative Date

**Level IV**

**Binding Arbitration**

A. Date Appealed to Arbitration: \_\_\_\_\_

**SUPPORT STAFF EVALUATION FORMS  
LEVELS OF PERFORMANCE**

**INEFFECTIVE:** The employee does not demonstrate an understanding of the elements underlying the component. This level is one of incompetence.

**DEVELOPING:** The employee demonstrates an understanding of the elements underlying the component. Implementation of the elements is sporadic, intermittent, or otherwise not entirely successful. This level is minimally competent. Improvement must occur through a Professional Development Plan. Failure to improve from a rating of DEVELOPING for a period of two years will be considered INEFFECTIVE performance.

**EFFECTIVE:** The employee clearly understands the concepts underlying the components and implements them effectively. The employee demonstrates a willingness to learn and improve.

**DOMAIN 1: PLANNING AND PREPARATION**

The components of Domain 1 describe how an employee organizes resources and follows guidelines and procedures in the job. Organization will involve the employee’s use of time as well as his/her ability to adapt to unscheduled interruptions or requests.

I - Planning and Preparation			
ELEMENT	Ineffective	Developing	Effective
<b>Demonstrating Knowledge of Job</b>	Lacks understanding of assigned job duties and responsibilities. Requires close supervision and specific oral/written instructions. Solves routine problems to complete specific tasks.	Has a limited understanding of assigned job duties and responsibilities. Requires general supervision; responsible for small processes. Uses good judgment to solve routine problems.	Understands assigned job duties and responsibilities. Works independently with limited supervision; responsible for several complete processes. Uses judgment and discretion to solve operational problems; interprets oral and/or written guidelines to solve problems; makes suggestions for process improvement.

<b>Displays extensive knowledge of guidelines and procedures for the job.</b>			
<b>Demonstrating Knowledge of District Resources</b>	Employee displays minimal understanding of the district's available resources and makes no attempt to acquire knowledge about the purpose and goals of the program, department, or district.	Employee displays some understanding of the district's available resources and makes some attempt to acquire knowledge about the purpose and goals of the program, department, or district.	Employee displays understanding of the district's available resources and makes attempts to acquire knowledge about the purpose and goals of the program, department, or district.
<b>Understands the districts available resources and attempts to acquire knowledge.</b>			
<b>Demonstrating Work Strategies: Work Habits/Dependability</b>	Routinely late; not punctual. Excessive absenteeism. Fails to accept and follow direction from supervisor(s). Unreliable.	Occasionally late. Absences are not properly scheduled or reported. Occasionally accepts and follows direction from supervisor(s). Occasionally reliable.	Dependable; present at work and on time. Absences are properly scheduled and reported. Accepts and follows direction from supervisor. Reliable.
<b>Performs job without close supervision - rarely late or absent.</b>			
<b>Demonstrating Work Strategies: Accountability</b>	Is not accountable for own actions. Requires constant supervision. Seldom makes a decision	Somewhat accountable for own actions. Rarely accepts responsibility or performs without supervision. Difficulty making independent decisions.	Accountable for own actions. Requires normal supervision and is as responsible as required. Frequently makes appropriate decisions.
<b>Ability to plan, schedule, prioritize, and complete tasks.</b>			
<b>Demonstrating Work Strategies: Problem Solving</b>	Employee has minimal problem solving skills. The employee rarely demonstrates self-starting ability, resourcefulness, and follow-through of assigned tasks.	Employee has some problem solving skills. The employee occasionally demonstrates self-starting ability, resourcefulness, and follow-through of assigned tasks.	Employee has excellent problem solving skills. The employee frequently demonstrates self-starting ability, resourcefulness, and follow-through of assigned tasks.
<b>Demonstrates self-starting ability, resourcefulness, collaboration, and follow-through</b>			

**DOMAIN 2: THE JOB ENVIRONMENT**

Domain 2 consists of interactions that occur in the job. The activities and tasks establish the job environment. The atmosphere is businesslike and routines and procedures are followed. The interactions may be with administration, supervisors, co-workers, parents, students, and the community at large. These interactions are a critical part of the district’s continued success.

II - Job Environment			
ELEMENT	Ineffective	Developing	Effective
<b>Managing the Workload</b>	Time is lost due to non-work related items taking precedence over work-related responsibilities. Non-productive. Lacks initiative. Often misjudges time allotted to complete a task.	Loss of time for non-work related items is minimal. Somewhat productive. Starting to take initiative. Developing a system to maintain schedule of event, training, or meeting within the established timeline.	Completes all assignments within specified time limits. Productive. Adjusts to unexpected changes in work demands to meet timetables. Takes initiative. Organized.
<b>Tasks are completed in a timely manner and are performed beyond expectations.</b>			
<b>Environment of Respect and Rapport: Teamwork</b>	"Professionalism" is disguising the cool atmosphere. Relationships are cursory or shallow. Trust is minimal and "self-survival" is the norm. Employee do not commit fully to the work. The work process is dysfunctional and yields little results. Vision for improvement is not evident. Work is done independently.	Employee professional relationships are generally productive. Trust is apparent in some relationships. Employee sometimes perform as a team. Work is performed somewhat in isolation, although some evidence of collaboration can be seen.	Employee behaviors demonstrate an element of safety and trust. Teamwork is evident. Employee builds and actively participates in collaborative teams to accomplish the vision, mission and goals. Opportunities to work together are accepted.
<b>Relationships with co-workers is collaborative; is positive, supportive and appropriate.</b>			
<b>Environment of Respect and Rapport: Students</b>	Employee interaction with students is negative, demeaning, sarcastic, and inappropriate. Interactions are characterized by conflict, sarcasm, or put-downs.	Employee interaction with students is generally appropriate but may reflect occasional inconsistencies and criticisms. Interactions are characterized by negative behavior and general disrespect.	Employee interaction with students is usually appropriate and displays warmth and caring. Interactions are characterized by positive behavior and sincere respect.

<b>Interaction with students is warm, caring and compassionate.</b>			
<b>Environment of Respect and Rapport: Parents</b>	Employee makes no attempt to be sensitive to parent concerns. The employee is unresponsive and uncooperative.	Employee makes some attempts to be sensitive to parent concerns. The employee is minimally responsive and cooperative.	Employee makes frequent attempts to be sensitive to parent concerns. The employee is occasionally friendly, responsive, and cooperative.
<b>Consistently warm, friendly, responsive, and cooperative.</b>			
<b>Environment of Respect and Rapport: Community</b>	Employee makes little or no effort to establish a positive relationship with district's business partners or community at large. The employee often demonstrates a rude, disrespectful, and unresponsive attitude when working with vendors, visitors, business partners, or representatives of the community.	Employee makes some effort to establish a positive relationship with the district's business partners or the community at large. The employee occasionally demonstrates a rude, disrespectful, and unresponsive attitude when working with vendors, visitors, business partners, or representatives of the community.	Employee makes frequent efforts to establish a positive relationship with the district's business partners or the community at large. The employee demonstrates a polite, respectful, and responsive attitude when working with vendors, visitors, business partners, or representatives of the community.
<b>Polite, respectful, and responsive attitude to vendors, visitors, business partners, or representative of the community.</b>			
<b>Safe and Orderly Environment</b>	Employee makes little or no attempt to provide safe conditions in the work environment. The employee demonstrates no reasonable effort to control or communicate hazards or risks and/or to follow safety rules/regulations.	Employee makes some attempts to provide safe conditions in the work environment. The employee demonstrates inconsistent efforts to control or communicate hazards or risks and/or to follow safety rules/regulations.	Employee makes frequent attempts to provide safe conditions in the work environment. The employee demonstrates effective efforts to control or communicate hazards or risks and/or to follow safety rules/regulations.
<b>Makes consistent attempts to provide safe conditions in the work environment.</b>			

**DOMAIN 3: PROFESSIONAL RESPONSIBILITIES**

Domain 3 consists of the behaviors and responsibilities in the job environment where communication and record keeping are essential and performed effectively. Components also include commitment to the district, interaction with others and personal development.

<b>III: Professional Responsibilities</b>			
<b>ELEMENT</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Effective</b>
<b>Maintaining Records</b>	Employee rarely maintains records or completes required paperwork for the job.	Employee occasionally maintains records or completes required paperwork for the job. Paperwork is misplaced or completed incorrectly and needs to be redone.	Employee maintains records or completes required paperwork for the job. Paperwork is accurate and records are timely and maintained effectively.
<b>Professional Presence</b>	General appearance is not consistently appropriate for the school environment.	N/A	General appearance is consistently appropriate for the school environment.
<b>Communication</b>	Fails to communicate. Interacts poorly with other employees. Rarely listens to what others have to say. Lacks professional demeanor. Does not use oral and written language that is clear, correct, and appropriate. Lacks diplomacy or politeness.	Occasionally communicates partial information. Requires improvement in cooperation and goodwill with other employees. Occasionally listens to what others have to say. Occasionally demonstrates professional demeanor. Prepares oral and written communication that is occasionally clear, correct, and appropriate. Occasionally exhibits good manners.	Communicates when necessary; communications are clear and consistent. Establishes positive relationships with others. Demonstrates good listening skills. Routinely demonstrates professional demeanor. Prepares oral and written communication with minimal assistance that is clear, correct, and appropriate. Practices good manners.

<b>Attitude</b>	Employee reacts and acts in crisis mode. Has little understanding of public relations etiquette or district procedures. Communicates his/her opinion with little regard for the impact on the listener or consequence to the customer.	Handles routine problem situations appropriately, but struggles with more difficult situations. Communicates his/her opinion with some sensitivity to the emotional, cultural or political needs of the audience.	Employee presents issues and concerns positively. Reacts to situations appropriately and timely. Plans the message, mode, and timing to maximize impact and minimize negative consequence.
<b>Exhibits positive behaviors that demonstrate compassion, commitment, and dedication.</b>			
<b>Judgment</b>	Lacks the ability to prioritize work in an efficient manner. Easily flustered.	Ability to prioritize when faced with minimal interruptions. Usually maintains even temperament. Usually meets day-to-day deadlines. Occasionally anticipates needs.	Ability to prioritize with interruptions. Meets day-to-day deadlines. Has an even temperament. Follows through on projects.
<b>Uses good judgment in presenting a positive perception of professionalism.</b>			
<b>Professional Development</b>	Employee professional standards are not obvious. Practices reflect dated techniques. Efforts to improve or update practices are minimal. Problems occur frequently due to minimal standards. Does not promote personal or professional development.	Employee behaves professionally in key situations, but has not embraced high professional standards of practice. Attends professional development as directed. Some problems occur due to less than desirable professional standards. Personal and professional development is based on short term needs, may or may not be research based.	Employee behaves consistently in a professional manner and makes an effort to employ the latest trends and techniques. Employee is interested in improving professional practices, but doesn't always proactively pursue. Generally utilizes data and seeks input on matters that affect them in their work
<b>Consistently shows a willingness to learn and improve.</b>			

<b>Handling Change/ Adaptability</b>	Unwilling to accept change. Lacks flexibility.	Occasionally recognizes change when it occurs, but does not always respond productively to change.	Understands that change is a natural occurrence at work and expects change.
<b>Is flexible, understands change and is willing to adapt.</b>			
<b>Technical Skills/Knowledge</b>	Demonstrates little skill or knowledge in functional areas. Basic knowledge of general functions/technical abilities.	Demonstrates some understanding and knowledge in functional area. Routine knowledge of general functions/technical abilities.	Demonstrates an understanding, knowledge, and expertise in functional area. Proficient in general functions, programs, and technology to support job duties.
<b>Familiarity and understanding of technical skills and abilities to accomplish job duties.</b>			

## SUPPORT STAFF EVALUATION

### **PURPOSE**

Evaluation should be an on-going process to improve the quality of performance as well as identify areas of strengths and required improvement.

Administrators will evaluate all employees mid-year, unless specified otherwise below, and will provide verbal/informal feedback in addition at years end. Administrators evaluating employees working to support classroom teachers or others in lead positions will seek input from those personnel prior to the formal evaluation process.

### **PROBATIONARY EMPLOYEE**

Probationary employees are all newly hired or rehired employees. The probationary period shall be sixty (60) actual days of work taken from and including the first day of regular continuous employment. A newly hired employee will be evaluated twice a year during the first year of employment. One evaluation will occur during the probationary period, and one evaluation after the probationary period, but before the end of the school year.

The subsequent years of employment, an employee will be evaluated once mid-year (prior to February 15<sup>th</sup>) with additional review/verbal follow-up prior to the end of the year.

### **SENIORED EMPLOYEE IN A NEW POSITION OR FACILITY**

Seniored employees are all employees who have successfully completed their probation period and have worked in the district for more than two (2) full years. All seniored employees in a new position or facility will be evaluated once a year for the first year they are in a new position or facility. After that, seniored employees in a new position or facility will be evaluated every other year (just like a seniored employee), or unless their immediate supervisor determines a more frequent basis.

### **SENIORED EMPLOYEE**

Seniored employees are all employees who have successfully completed their probation period and have worked in the district for more than two (2) full years. All seniored employees will be evaluated every other year, unless their immediate supervisor determines a more frequent basis.



**PLAN OF ASSISTANCE/SUPPORT**

Employees needing additional support because of an ineffective rating, will have an evaluation twice a year during this time and an Individual Development Plan document (IDP) that will be completed by October 1<sup>st</sup>. This document will outline areas of support needed and specific supports that will be put in place to assist in the development of the employee.

**SUPPORT STAFF EVALUATION FORM**

\*\*\*\*\*

Employee Name:

Position/Assignment:

Seniored or Seniored in a New Position/Facility Probationary (Check One)    1   2

Recommendation:

Overall Rating:

Ineffective (if checked, choose one below)

Plan of Assistance (Date: )

\*\*\*\*\*

**Comments:**

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Evaluator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## SUMMARY RATING FORM

Staff: \_\_\_\_\_  
 School/ Position: \_\_\_\_\_  
 Meeting Date(s): \_\_\_\_\_

### The Three Domains of Responsibility

I. Planning and Preparation					
		NA	I	D	E
I.A.1	<b>Competency/ Knowledge of Job</b>				
<i>Displays extensive knowledge of guidelines and procedures for the job</i>					
I.A.2	<b>Knowledge of Resources</b>				
<i>Understands the district's available resources and attempts to acquire knowledge.</i>					
I.B.1	<b>Work Habits/ Dependability</b>				
<i>Performs job without close supervision - rarely late or absent</i>					
I.B.2	<b>Accountability</b>				
<i>Ability to plan, schedule, prioritize, and complete tasks</i>					
I.B.3	<b>Problem Solving</b>				
<i>Demonstrates self-starting ability, resourcefulness, collaboration, and follow-through</i>					
II. Job Environment					
		NA	I	D	E
II.A.I	<b>Time Management</b>				
<i>Tasks are completed in a timely manner and are performed at expectations.</i>					
II.B.1	<b>Administrator/Teamwork</b>				
<i>Relationships with co-workers are cooperative, supportive, and friendly</i>					
II.B.2	<b>Students</b>				
<i>Interaction with students are warm, caring, and compassionate</i>					
II.B.3	<b>Parents</b>				
<i>Consistently warm, friendly, responsive and cooperative.</i>					
II.B.4	<b>Community</b>				
<i>Polite, respectful, and responsive attitude to vendors, visitors, business partners, or representatives of the community.</i>					

II.C.1	<b>Safe and Orderly Environment</b>				
<i>Makes consistent attempts to provide safe conditions in the work environment</i>					
<b>III. Professional Responsibilities</b>					
		<b>NA</b>	<b>I</b>	<b>D</b>	<b>E</b>
III.A.1	<b>Maintaining Records</b>				
<i>Paperwork is accomplished and maintained with a high level of efficiency and accuracy</i>					
III.A.2	<b>Professional Presence</b>				
III.B.1	<b>Communication</b>				
III.B.1	<b>Attitudes</b>				
<i>Exhibits positive behaviors that demonstrate compassion, commitment, and dedication</i>					
III.B.2	<b>Judgment</b>				
<i>Uses good judgment in presenting a positive perception of professionalism</i>					
III.B.3	<b>Professional Development</b>				
<i>Consistently shows a willingness to learn and improve</i>					
III.C.1	<b>Handling Change - Adaptability</b>				
<i>Understands change is a natural occurrence and expects it.</i>					
III.C.2	<b>Technical Skill/ Knowledge</b>				
<i>Understanding of applicable technology and programs to accomplish duties.</i>					

<p><b>INEFFECTIVE (0)</b></p> <p>The employee does not demonstrate an understanding of the elements underlying the component. This level is one of incompetence.</p>
<p><b>DEVELOPING (1)</b></p> <p>The employee demonstrates an understanding of the elements underlying the component. Implementation of the elements is sporadic, intermittent, or otherwise not entirely successful. This level is minimally competent. Improvement must occur through a Development Plan.</p>
<p><b>EFFECTIVE (2)</b></p> <p>The employee clearly understands the concepts underlying the components and implements them effectively. The employee demonstrates a willingness to learn and improve.</p>
<p><b>STRENGTHS IDENTIFIED:</b></p> <p>Areas of Concerns:</p>

## INDIVIDUAL DEVELOPMENT PLAN

### Plan of Assistance

School Year:

Employee Name:

Position/Assignment:

With your immediate supervisor, please identify a development goal to be worked on during the current school year. Include an action plan, timeline, method of measuring goals and what, if any, resources are needed to help you accomplish your goals. This is to be completed by October 1<sup>st</sup> of the current school year.

### Goal # 1:

(which rubric standard does this relate)

**Purpose of goal:**

**Action Plan:**

**Resources needed:**

**Administrative Support:**

**Method of Measurement:**

**Timeline:**

**Signatures:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signatures:** \_\_\_\_\_ **Date:** \_\_\_\_\_