

MASTER AGREEMENT
BETWEEN
WHITMORE LAKE
PUBLIC SCHOOL DISTRICT

AND

WHITMORE LAKE PARAPROFESSIONAL
ASSOCIATION, MEA/NEA

July 1, 2023– June 30, 2026

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AGREEMENT

This Agreement is entered into between the Board of Education of the Whitmore Lake Public Schools, hereinafter referred to as the "District" and Michigan Education Association, hereinafter referred to as the "Union."

The term "employee" when used in this Agreement, shall refer to all employees represented by the Union as set forth in the recognition clause and references to the masculine gender shall include female employees.

ARTICLE 1 RECOGNITION

- A. The District hereby recognizes the Union as the exclusive bargaining agent as defined in Section 11 of Public Act 379 of 1965 as amended, for all full-time and regularly scheduled part-time Special Education, Title 1, Student Services, Kids Club, and Preschool paraprofessionals,

Excluded from the unit are playground, lunchroom and transportation aides, substitutes, supervisors and all other employees.

Further excluded from the terms and conditions of the Agreement are students, volunteers, temporary hourly help, not employed on a regular basis.

Temporary hourly help shall be defined as persons employed to meet seasonal needs or to fill employment demands of a particular temporary situation. The use of temporary hourly help will not result in the replacement of any bargaining unit employee's regularly scheduled hours. In no case, will the employment of temporary employees exceed ninety (90) continuous workdays.

- B. "Substitutes" shall be defined as a person scheduled to work in the absence of a regular employee on a leave of absence (paid or unpaid) and during the period of time required to post and fill vacancies.

"Student" shall be defined as a full-time student of the District.

- C. Except as set forth in Section A and B above, the job functions which have been exclusively assigned to bargaining unit employees shall not be transferred to another district employee outside of the bargaining unit.

- D. Those bargaining unit employees holding positions outside of the bargaining unit, will be considered non-unit employees for the time periods outside of the unit, except that no bargaining unit member shall be involuntarily assigned to positions outside of their job classification. The hours worked outside of the bargaining unit shall not be considered for purposes of benefits and other entitlements under this Agreement.

ARTICLE 2 DISTRICT RIGHTS

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. Further, all policies of the Board of Education as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board.

The District reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however that the exercise of such rights shall only be limited by express provisions of this Agreement.

Rights reserved herein by the District, which shall be exercised exclusively by the District, shall include by way of example, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the work force and affairs of the District.
2. Continue its rights of assignment and direction of work of its personnel; to determine the number of shifts, hours of work, length of work year, starting and ending times, and scheduling of all the foregoing; and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, evaluate, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees and to determine the size of the work force and to lay off employees.
4. Adopt rules and regulations.
5. Determine the qualifications of employees, including physical conditions.
6. To determine the policy affecting the selection, testing or training of employees.

ARTICLE 3
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. The Union agrees to save the District, including each individual Board of Education member, administrator and supervisor, harmless against any and all claims, damages, suites or other actions from whatsoever source as it relates to any implementation of any agency shop provisions.
- B. Employees may organize together or form, join, or assist in labor organizations; engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection; or negotiate or bargain collectively with their public employers through representatives of their own free choice.
- C. Employees may refrain from any or all of the activities identified in Paragraph A.
- D. No Person shall by force, intimidation, or unlawful threats compel or attempt to compel any public employee to do any of the following:
 1. Become or remain a member of a labor organization or bargaining representative or otherwise affiliate with or financially support a labor organization or bargaining representative.
 2. Refrain from engaging in employment or refrain from joining a labor organization or bargaining representative or otherwise affiliating with or financially supporting a labor organization or bargaining representative.

3. Pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.

ARTICLE 4
ASSOCIATION AND EMPLOYEE RIGHTS

- A. Requests for the use of District facilities and equipment by the Union, shall be directed to the Superintendent's Office. Costs incurred by the District associated with such use will be subject to reimbursement by the Union. The Union will assume the cost of any damages associated with such usage beyond normal wear and tear.
- B. The Union may use the interdistrict mail system and boxes for the distribution of information to unit members.
- C. Authorization by external agents of the Union to conduct Union business on district premises are to be directed to either the Superintendent's or building principals office.
- D. Each employee shall have the right to review his/her personnel file. Requests for such reviews are to be directed to the Superintendent's Office and must be preceded by at least twenty-four (24) hours notice.

Employees will be provided with copies of evaluations and disciplinary documents placed into the file. Employees may attach written comments to such materials.

Personnel files may not be removed from the Superintendent's Office. The Superintendent or his/her designee will be present during the review. It is understood that the destruction or altering of material in the file is grounds for immediate dismissal.

ARTICLE 5
DISCIPLINE OF EMPLOYEES

- A. No employee shall be disciplined without just cause. When discipline is issued, all information forming the basis for the action shall be made available to the employee and the Union.
- B. Upon request of an employee, the employee shall be entitled to have a Union representative present when being disciplined or when being questioned regarding a matter for which the employees has reason to believe that discipline may be issued.
- C. This Article shall not apply to probationary employees.

ARTICLE 6
EVALUATIONS

- A. Each bargaining unit member will be evaluated by his/her immediate supervisor at least once annually for the purpose of assessing the employee's work performance, identifying performance areas requiring improvement, and developing a performance improvement plan, when appropriate. If it is deemed that a performance improvement plan is appropriate, follow-up evaluations may be conducted in accordance with such plan. Performance improvement plans shall consist of the specific area for improvement, support that

will be given by his/her immediate supervisor, indication of what will determine successful improvement and the time-frame in which improvement will be expected.

- B. All evaluations will be provided in writing to the employee with a copy being placed in the employee's personnel file. The immediate supervisor will meet with the employee to discuss the evaluation. Upon receipt of the evaluation, the employee shall sign the evaluation form, acknowledging such receipt. However, in no case shall the employee's signature be construed to mean that he/she necessarily agrees the content of the evaluation.
- C. If the employee disagrees with the evaluation, he/she may submit a written response to his/her immediate supervisor within fifteen (15) working days of receiving the evaluation. The written response shall be attached to the evaluation form included in the employee's personnel file. Under no circumstances shall the contents of an evaluation be subject to the grievance procedure.
- D. The evaluation form itself shall not be considered a disciplinary document; however, the parties recognize and acknowledge that performance issues identified during the evaluation process may result in subsequent disciplinary action being taken in accordance with this Agreement.
- E. In the instance of K-12 paraprofessionals, teaching staff may provide input for the evaluation.
- F. No bargaining unit member shall be permitted to conduct or give input on a performance evaluation of another bargaining unit member.

ARTICLE 7
SENIORITY AND PROBATIONARY PERIOD

- A. Employees newly hired into the bargaining unit shall serve a sixty (60) workday-probationary period. Any work time missed during the probationary period shall serve to extend the probationary period. Probationary employees will not be entitled to paid leave time or other benefits under this Agreement.
- B. Upon the completion of the probationary period, the employee shall be granted seniority to his/her first day of work.
- C. If a probationary employee is not deemed satisfactory after the completion of the probationary period, the District may contact the Association for the purpose of extending the probationary period.
- D. Seniority shall be defined as the length of continuous uninterrupted service with the following categories:

Category	Job Titles within Category
Paraprofessionals	All Special Education; Title I Paraprofessionals; At Risk, Preschool
Kids Club	All Kids Care Paraprofessionals

Seniority shall accrue during periods of layoff, unpaid leaves and paid leaves. No seniority shall accrue for periods of employment outside of the bargaining unit or periods of prior employment for those who sever employment and are later rehired.

Any ties in seniority will be broken by using the last four digits of the employees' social security number.

- E. A seniority list for each category will be distributed upon written request.
- F. The Superintendent will notify the Union President when new positions are created which do not fit into an existing category. The notice will include the proposed category and wage rate which will be subject to negotiations upon written request by the President provided the request is received within seven (7) calendar days of the receipt of the notice.

This section will not apply where there is a dispute regarding the inclusion of a position, which will be directed to the procedures afforded through the Michigan Employment Relations Commission.

ARTICLE 8
LAYOFF AND RECALL

- A. A layoff shall be defined as a total elimination of a position or a reduction of two (2) or more hours per day for a position within a single fiscal year (July 1 to June 30).
- B. In the event the District determines it necessary to implement a layoff, the following procedures will be utilized:

- 1. The employees within the effected positions within the category, shall be assigned to another position within the category with the same job title.

The assignment in such instances shall be to a position with the same number of daily hours. If no such position exists, the assignment will be to the position with the same job title with the next closest (lower) number of daily hours.

- 2. If no such position with the same job title exists under B-1 above, the employee will be assigned to a position with another job title within the same category using the criteria for placement according to hours detailed in B-1.
- 3. If no such position within the category exists under B-1 or 2, the employee will be assigned to another category where the employee has frozen seniority using the criteria for placement according to hours detailed in B-1 above.

Category and job title as used in this Article, shall be as defined in Article 7-B.

- C. Vacancies will not be posted while employees are laid off who are eligible for recall. Employees who are displaced but not completely laid off, shall not be considered eligible for recall.

Seniored employees shall be eligible for recall for a period of one (1) calendar year from the effective date of the employee's layoff.

Employees will be recalled to positions within the category from which the employee was laid off or a position within a former category where the employee has frozen seniority.

- D. In order to be assigned under the layoff and recall procedures, the employee must be qualified and have more seniority within the category than another employee.

ARTICLE 9
VACANCIES

- A. The District shall post vacancies that the Board intends to fill within the bargaining unit at the central office in each building where unit employees work. Job descriptions will accompany the posting where available. Interested personnel shall apply in writing within seven (7) calendar days from the published date of the vacancy notice.
- B. The District reserves the right of selection of the best qualified candidate from those internal and external candidates.
- C. The reassignment of bargaining unit personnel granted a position may be postponed at the District's option until the end of a quarter or semester. In such instances, substitutes will be utilized to temporarily fill the position.

ARTICLE 10
PAID TIME OFF

- A. At the beginning of every school year each full time employee shall be credited with eighty-four hours (84) of paid time off (PTO). Part-time employee's PTO shall be prorated based on the employee's work schedule. Half of the PTO hours will be credited on the first pay of the school year. The remaining hours will be credited no later than the second pay in January.

PTO may be used for any purpose at the discretion of the employee. However, consecutive days of PTO are capped at three (3), notification must be given prior to 8:00 a.m. of the day of absence, and the employee may not use PTO two (2) days immediately before or after a holiday or vacation period, or during the first or last week of school except in case of a certified emergency or special circumstances and with the approval of the superintendent. In cases of emergency or special circumstances a written statement of purpose may be requested by the Superintendent prior to approval of PTO. The superintendent also has the right of denial of PTO requests if operations within a department or building cannot be met.

At the end of the school year, any unused PTO shall become part of the accumulated sick leave.

- B. Accumulated sick leave bank may be utilized for the following after PTO has been exhausted for the year.
 - 1. Illness of the employee.
 - 2. Illness of the employee's spouse, child or parent.
 - 3. The use of sick leave for routine doctor and dentist appointments is prohibited except in cases where other scheduling options are not available.
 - 4. Any employee who is on leave because of an injury or disease compensable under the Michigan Workers' Compensation law may use sick leave benefits to make up the difference between Worker's Compensation benefits and the employee's regular net salary, provided, however, the employer's financial responsibility does not increase under the law. Any required leave beyond such period shall be without pay. Deductions from leave accumulations shall be made for any payments under this paragraph.

5. Available sick day(s) will be used in the event the District has to cancel school for a snow day or other 'Act of God' days after the third District compensated day. (See Article 13, Section G)
 6. Upon leaving the district, any employee with 12 (twelve) or more years of service in Whitmore Lake Public Schools will receive thirty-five dollars (\$35.00) payment for each unused sick day accumulated (days are calculated at 7 hours per day) up to seventy-five (75) days. Less than full day shall be prorated accordingly. This amount shall be paid to the member's designated beneficiary if the member dies while in the employ of the Board.
 - a. Absent medical documentation, use of more than 12 (twelve) PTO/sick days in the final year of employment will nullify this provision of the agreement.
- C. All employees covered by this Agreement shall be granted up to five (5) working days off without loss of pay or leave benefits to attend the funeral in the event of a death in the employee's immediate family. The immediate family shall be defined as: mother, father, spouse, children, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and a person living in the employee's household for which they are legally and/or financially responsible. Additional time off, with pay, up to five (5) days, may be granted upon approval by the Superintendent or designee, when warranted, with such additional days to be deducted from the employee's accumulated sick leave. Two (2) days may be approved to attend the funeral of a close friend or other relative not included in the definition above.
- D. Employees will be paid the difference between any amounts paid for jury duty (excluding mileage) and the employee's regular daily rate of pay. Such payments will be issued following receipt of the appropriate documentation from the employee.
- E. Employees may be required to supply a doctor's verification or other information to verify the reason for an absence or where questions arise concerning fitness for duty.

When the District directs an employee to see a physician or other licensed professional, the employee will execute a release and the District will assume the cost of the office visit unless the cost is covered through another insured source. In the event the other insured source requires a co-payment, the district will also reimburse for the co-payment.

- F. Employees are entitled to the following paid holidays if they fall within their work year:
Thanksgiving, Christmas, New Years Day.

ARTICLE 11 UNPAID LEAVES

- A. Any employee interested in applying for an unpaid leave of absence (including unpaid days off) must submit a written application to the Superintendent which includes the requested beginning and ending date of the leave and the purpose for requesting the leave.
- B. It is expressly understood the right to grant or reject a leave request rests solely with the Board of Education, or should the Board elect, with the Superintendent. No leave of absence (including Worker's Compensation) will be authorized for a period in excess of twelve (12) months from the last day on payroll. The Board may at its discretion, extend a leave upon written request of the employee. The denial of a leave request is not subject to the grievance procedure.

- C. During an authorized leave of absence, the District reserves the right to fill the position of the absent regular employee with a substitute.

At the expiration of the leave, the employee will be returned to the substitute's position.

Where the leave is for reasons other than health, the employee must provide not less than thirty (30) calendar days' notice of intent to return or will be considered a voluntary resignation. Employees on health related leave will provide notice as soon as the employee's physician or other licensed professional identifies an authorized return date.

- D. Eligible employees with at least one full year of service and at least nine hundred and ninety nine (999) hours of work in the last 12 months are entitled to unpaid leave of up to twelve (12) weeks, in a rolling one year period commencing on the date the leave begins, for the birth/adoption of a child or for serious personal or family health reasons.

ARTICLE 12
GENERAL PROVISIONS

- A. The following provisions will apply to lunch and break periods:
 - 1. Except as set forth herein, paraprofessional employees scheduled to work at least seven (7) hours per day shall receive at least a thirty (30) minute duty-free unpaid lunch period each full instructional day.

Paraprofessionals who are designated by the administration as "on call" during the aides lunch period, will receive a paid lunch period.
 - 2. All other employees working at least five (5) hours per day will receive one (1) fifteen (15) minute paid break per day.
 - 3. The schedule for breaks and lunches will be established by supervision. Unless mutually agreed upon by the employee and the supervisor, scheduled breaks and lunch periods shall not be scheduled at the beginning or end of the employee's work day with the exception of food service employees.
- B. Employees in the Kids Club and Preschool Programs may have hours reduced or be sent home without pay on a given day due to low student attendance or program participation.

The staffing assignments in the Kids Club program will be voluntary during the summer and other break periods to the extent sufficient volunteers exist from within the program.

ARTICLE 13
MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations and restrictions imposed upon the District. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between which is executed by the District and the Union.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement each had the opportunity to make demands with respect to any subject not removed by law from the area of collective

bargaining. Therefore, the Union for the life of this Agreement, agrees that the District shall not be obligated to bargain collectively with respect to any subject covered or not covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time this Agreement was negotiated.

- C. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.
- D. The District will produce the final draft of this Agreement upon request of the employee.
- E. The Kids Club registration fee will be waived for employees in this bargaining unit.
- F. Employees called in to work on snow days will be compensated at their regular rate.
- G. Employees will be compensated at their regular rate of pay the first three full days the District has to cancel school for a snow day or other 'Act of God' day. (See Article 10, Section B, #5)

ARTICLE 14 GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this contract.

The discipline and discharge of probationary employees shall not be the basis of any grievance filed under the procedure outlined in this Article.

- B. The Union shall designate one steward per building to handle grievances at Level 1.

- C. The term "days" as used herein shall mean workdays.

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

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

Any written grievance not in accordance with the above requirements may be rejected as improper and prohibit further processing of the grievance.

- E. **Level One A** - An employee alleging a violation of the express provisions of this contract shall within five (5) days of its occurrence or knowledge of its occurrence orally discuss the grievance with his immediate supervisor in an attempt to resolve same. An Association representative may be present during these discussions if requested by the grievant.

If no resolution is obtained within three (3) days of the discussion with the immediate supervisor, the

steward, if in agreement with the grievant, shall reduce the grievance to writing and proceed to Level One B.

Level One B – Within three (3) days of the discussion in Level One A the written grievance shall be presented to the immediate supervisor. Within five (5) days of receipt of the grievance, the principal shall meet with the Local Unit Grievance committee and the Grievant to attempt to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days of the meeting and shall furnish a copy to the Local Unit Grievance Committee and the Grievant.

Level Two – If the Association disagrees with the immediate supervisor's disposition or no answer is received at Step One B, a copy of the written grievance shall be filed with the Superintendent or his designated agent within ten (10) days of the discussion at Level One B. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Union representative to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, and the Union representative. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the Union shall request a hearing with the Board's Grievance Committee within ten (10) calendar days of the receipt of or the day the Superintendent's disposition is due. No individual shall have the right to process a grievance to Level Three.

Level Three - Within twenty (20) days of the date of filing with the Board's Grievance Committee the Committee shall conduct a hearing with the grievant and/or his her designated union representative. Within ten (10) days after said hearing the Board's Grievance Committee shall indicate in writing its disposition of the grievance. If the Union is unsatisfied with the disposition the union may within fifteen (15) work days file a letter of intent to arbitrate the grievance with the Superintendent's Office.

Level Four - Within ten (10) days, either party may submit the grievance to the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties, and the arbitrator's decision shall be implemented immediately.

F. General Arbitration Provisions:

1. The arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
2. It is expressly understood that no grievant arising subsequent to the expiration date of this Agreement shall be arbitrated absent mutual agreement between the parties.
3. The cost of the arbitrator shall be divided equally between the parties.
4. An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case at hand.
5. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.
6. The arbitrator shall have no power to:
 - a. Rule on an issue previously barred from the scope of the grievance procedure.

- b. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
 - c. Award compensatory or punitive damages.
 - d. Issue a back pay award for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date the grievance was filed.
 - e. Establish wage schedules.
 - f. Rule on an issue involving contents of an employee evaluation.
 - g. Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g. Wage and Hour, E.E.O., M.E.R.C., etc.).
- G. Should the grievance not be initiated within the time limits and procedures specified herein, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, or leave the employ of the board, all further proceedings on a previously instituted grievance shall be barred.
- H. The Union shall have no right to initiate a grievance involving the right of an employee or group of employees without his or their express approval.
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations except as agreed by the parties. In such instances employees will suffer no loss of pay.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder prior to the expiration of this Agreement may be processed through the grievance procedure until resolution. Subsequent to the expiration date of this Agreement, grievances are subject to the restrictions detailed in section F (2).

ARTICLE 15 INSURANCE BENEFITS

The District declares itself to be the policy holder of all health-related insurance benefits.

- A. HEALTH INSURANCE: The Board shall make payment of premiums for full family health insurance for twelve (12) months for all employees who work full time and classified as a Special Education Paraprofessional. All other paraprofessional classifications will receive single subscriber health insurance.
1. Policy Type and Coverage: Qualified employees are eligible to participate in the same health coverage offered to teachers and administrators at the same rates.
 2. Application: Each employee desiring such coverage shall prepare and sign an application on forms provided by the district (and as necessary, the insurance carrier).

3. The board shall provide the same health coverage offered to teachers and administrators at the same rates.
 4. Insurance or Health Care Contribution:
 - a. Under this agreement the employer’s maximum liability for medical insurance shall be no more than an amount designated by the State as the “hardcap” as defined in MCL 15.563, as last amended by 2018 Public Act 477.
 - b. Employee contributions, in school years 2023-24 = 2.5%; 2024-2025 = 2.5%; 2025-26 = 2.5% shall be deducted on a twenty (20) or twenty-four (24) pay basis.
 5. Employees not electing health insurance shall be eligible to receive an additional \$2,000.00 in cash provided, however, should the interpretation of PA 152 not permit this as a stand-alone benefit and declare that it must be calculated as a part of the health care plan this paragraph shall be considered voided. Employees shall provide proof of other health insurance to receive payment. Upon receipt of proof of insurance, the Board shall make bi-annual (January and June) contributions on behalf of such members which will be prorated in the event of a partial year of service. Part-time employees shall not be entitled to cash-in-lieu of health when they are not entitled to health benefits.
- B. DENTAL COVERAGE: The Board shall provide full family dental coverage for all bargaining unit members who work full time.
- C. LIFE INSURANCE: The Board shall make payment of premiums for group term life insurance protection, for all bargaining unit members who work full time, in the amount of \$45,000 per employee or the group term life insurance protection amount offered with the District health plan that in case of death would be paid to the employee’s designated beneficiary.
- D. VISION: The Board shall provide full family vision coverage for all bargaining unit members who work full time.
- E. LONG TERM DISABILITY: The Board shall provide, at no cost to the employee, Long Term Disability Insurance for all bargaining unit members who work full time. The LTD shall provide 66 2/3% of the employee’s bi-weekly gross compensation. The LTD shall have a waiting period of ninety (90) days.
- F. CO-PAYS: All co-pays will be payroll deducted over 18 pays per year.

ARTICLE 16
WAGE RATES AND RELATED ISSUES

- A. The following schedules will constitute the wage rates for classifications of employees covered by this agreement for 2023-2026:

Wage Schedule for 2023-24 and 2024-25

Classification	Step 1	Step 3	Step 5	Step 7	Step 8	Step 9	Step 10	Step 11
Paraprofessional	\$17.00	\$17.50	\$18.00	\$18.50	\$18.87	\$19.25	\$19.64	\$20.00
Kids Club	\$16.00	\$16.50	\$17.00	\$17.50	\$17.85	\$18.21	\$18.58	\$19.00

Wage Schedule for 2025-26, includes a 3% increase added to each step.

Classification	Step 1	Step 3	Step 5	Step 7	Step 8	Step 9	Step 10	Step 11
Paraprofessional	\$17.51	\$18.03	\$18.54	\$19.06	\$19.44	\$19.83	\$20.23	\$20.60
Kids Club	\$16.48	\$17.00	\$17.51	\$18.03	\$18.39	\$18.76	\$19.14	\$19.57

- (i) If the Fund Balance of the 2024-25 Final Approved Budget falls below 6%:
1. Scheduled raises through the pay schedule will be frozen for 2025-26.
 2. The 2023-24 and 2024-25 pay schedule will remain in effect.
 3. A frozen payscale will trigger a wage re-opener.

LONGEVITY

Effective July 1, 2007, an employee beginning the 16th year and beyond of continuous employment within the bargaining unit is eligible for longevity payment based on the schedule below. Longevity payment shall be paid in a lump sum no later than the first pay in December of each year.

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
16-19 Years	\$650.00
20 Years and over	\$850.00

- B. Employees transferring to a new classification will be placed at the step/rate, which is closest to but not less than the employee's former rate. If the former rate exceeds the rate for Step 5 of the new classification, the employee will be placed at Step 5.
- C. Each step constitutes a year of continuous service.

Step increases will be issued at the start of the school year, provided that the employee's first step increase shall depend on the initial hire date. An employee hired before January 1st of any year shall receive their step increase the next school year. An employee hired after January 1st shall receive their first step increase on the second following July 1st.

Advancement on step will be adjusted for time spent on unpaid leaves of absence and layoff.

ARTICLE 17
COMPENSATION

- A. Employees will be paid on a twice monthly (24 pay) basis. The work week for payroll purposes will be Monday through Sunday. The district may require the transmission of payroll through direct deposit.
- B. The following provisions will govern overtime/extra hours and overtime payments:
1. In the event there is not a volunteer for overtime or extra work within the classification in the building, the work will be assigned to the employee within the classification within the building with the least seniority.
 2. Employees will be paid time and one-half for all hours physically worked over forty (40) hours in work week.

3. Paid time off authorized under this Agreement will not be counted as hours worked for purposes of computing overtime.
- C. In the event an employee is required to use his/her personal vehicle for school business, the employee will be reimbursed at the per mile rate established by the Internal Revenue Service.

ARTICLE 18
WORKING CONDITIONS

PARAPROFESSIONAL PERSONNEL

- A. Paraprofessionals will be scheduled to work the numbers of days and times students are in attendance as specified by the school calendar. Additionally, two full days will be assigned prior to the start of each school year. If the supervisor feels additional workdays are needed he/she may submit a request for additional hours to the Superintendent.
- B. At the request of the instructional leader and with the approval of the building administrator, special education paraprofessionals, who work one-on-one with a student, will be included in IEP meetings and staffing during the school day.
- C. If an instructional leader requests and the building administrator approves that a paraprofessional is present at a parent-teacher conference, IEPC, and/or staffing outside of the normally scheduled workday, he/she shall be paid at his/her regular rate of pay.
- D. If a paraprofessional is required by the building administrator to attend meetings before or after regular working hours, he/she shall be paid at his/her regular rate of pay.
- E. Any paraprofessional who serves as a substitute teacher shall receive an additional \$10.00 per hour compensation above their regular workday compensation.


KIDS CLUB PERSONNEL

- A. Employees working in the program who bring their children have to pay the cost for their attendance. If a problem arises with bringing their children, the child may no longer attend.
- B. May 1st is the deadline for employees in other classifications to sign up to work in the Kids Club program for the summer. Employees in other classifications that work the summer in Kids Club program shall be paid at Step 1.
- C. Other bargaining unit employees working in the summer must do the following:
 1. Must meet requirements (criminal background check and FIA clearance)
 2. Seniority shall be considered
 3. Must work the entire summer
- D. Work Study student may work the summer program when other employees of the bargaining unit decline the opportunity.

ARTICLE 19
DURATION

This Agreement shall be effective as of July 1, 2023, and shall continue in effect until the 30th day of June, 2026.

**WHITMORE LAKE EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION**

BY 
President

BY _____

Date: 10/17/23

**WHITMORE LAKE BOARD
OF EDUCATION**

BY  10/9/23
Its President Date

BY  9/29/23
Its Superintendent Date