



PEWAMO-WESTPHALIA COMMUNITY SCHOOLS

SUPPORT STAFF CONTRACT

7/1/2025-6/30/2028

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ARTICLE I, AGREEMENT

This Agreement is entered into this 1st day of July, 2025, by and between the Pewamo-Westphalia Education Support Personnel Association MEA/NEA, hereinafter called the "Association," and the Pewamo-Westphalia Community Schools Board of Education, hereinafter called the "Board" or the "Administration."

In consideration of the following mutual covenants, it is hereby agreed as follows.

ARTICLE II, PURPOSE

Agreement

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

Maintenance of Standards

The parties agree that their undertakings in this Agreement are mutual. Both parties have entered into and conducted extended and good faith negotiations in which each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects. Any previously established practice, policy, rule, or regulation that is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement to the extent allowable by law.

ARTICLE III, RECOGNITION

A. Bargaining Unit Defined

The Board hereby recognizes the Pewamo-Westphalia Educational Support Personnel Association MEA/NEA as the sole and exclusive bargaining representative, as defined in Section II of Act 379, PA of 1965, for all full-time and regularly employed part-time bus drivers, secretaries, paraprofessionals, custodial and maintenance staff, food service staff, but excluding therefrom all substitutes, occasional employees, students, one confidential secretary to the superintendent, supervisors, and all other employees. Regularly employed part-time shall mean those employees employed by the District on a regularly scheduled assignment; excluding on-call, day-by-day substitutes or an employee employed for a specific amount of regularly scheduled time which is not more than the length of the negotiated probationary period of the bargaining unit employees.

Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the

above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

1. Part-time employee: An employee who is employed less than thirty-five (35) hours per week.
 2. Full-year employee: An employee who is employed for a twelve (12) month period.
 3. School-year employee: An employee who is employed for the student school year and up to an additional two (2) weeks of employment.
 4. Extended-year employee: An employee who is employed for more than a school-year employee but less than a full-year employee.
 5. Probationary employee: An employee who is in their first ninety (90) workdays of employment.
 6. Substitute employee: An employee who is employed to fill a position on a per diem basis while the regular bargaining unit member is absent or on approved leave.
- B. The term "employee" when used in this Agreement shall refer to all employees represented by the Association in the bargaining unit as described above.

Article IV Continuity of Operations

- A. The Association agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike, slow-down, or stoppage of work, boycott, picketing, or other interruption of activities in the school system. Any person who, by concerted action with others, and without the lawful approval of his supervisor, willfully absents himself from his position, or abstains in whole or in part from the full, faithful, and proper performance of his duties shall be deemed to be on strike. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed appropriate by the Employer. The Employer agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act.

Article V District Rights

- A. It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiation with the Association, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the Pewamo Westphalia Community Schools, its properties, equipment, facilities, and operations and to direct the activities and affairs of its employees;
2. Hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion and to promote, transfer and assign all such employees and to determine the size of the work force and lay off employees;
3. Establish or revise policies and adopt reasonable rules and regulations;
4. Continue or revise its policies and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days, not in conflict with the specific provisions of this Agreement;
5. Determine the services, supplies, and equipment for its operations and to determine all methods and means of distributing, disseminating and/or selling its services and the methods, schedules, and standards of operations, the means, methods, and processes of carrying on the work, including automation or contracting thereof or changes therein, and the institution of new and/or improved methods or changes therein;
6. When necessary, to determine the ability of employees to perform satisfactorily through a physical and/or mental examination by appropriate medical personnel provided that any such examination shall be at the Employer's expense;
7. 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;
8. Determine the placement of operations and the source of materials and supplies;
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
10. Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization.

- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, 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 hereof, are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- C. Notwithstanding any provision of this Agreement, it is agreed that the Board has the right to take any action or make any accommodation that may be necessary to comply with the Americans With Disabilities Act (ADA) or other laws that prohibit discrimination.

ARTICLE VI ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use school buildings and facilities subject to existing Board policy.
- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.
- C. The Association shall have the right to reasonable use of the Employer's office equipment at reasonable times, when such equipment is not otherwise in use, and subject to existing Board policy. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Employer will provide bulletin board space in each building which may be used by the Association for posting official Association notices. The Association President shall initial all such notices prior to their posting.
- E. The Employer shall grant the Association up to seven (7) days of paid leave each year for Association business provided that the Association President notifies the Employer at least seven (7) days in advance and a substitute is available, if needed. A leave day as used herein shall be defined as the normal workday of the bargaining unit member taking said leave.
- F. It is agreed that the Director of Maintenance/Custodial/Grounds shall be a working supervisor performing bargaining unit work. No bargaining unit members shall have

their hours reduced or be laid off as a direct result of any employee who is not a member of the bargaining unit performing bargaining unit work.

G.. Association shall distribute this Agreement to members of the Bargaining Unit.

ARTICLE VII EMPLOYEE RIGHTS

A. The Board will not arbitrarily or capriciously discipline or discharge any bargaining unit member. A discharge will not take place without giving the bargaining unit member an opportunity to explain his/her action or inaction that is the cause of a contemplated discharge. The specific grounds for disciplinary action shall be presented to the bargaining unit member in advance of the imposition of discipline or as soon thereafter as practical.

B. Discipline System:

The district will normally use progressive discipline to address unacceptable acts or performance based issues. Depending upon the severity of the offense, progressive discipline will normally be followed but may include any of the following:

1. Verbal warning by appropriate administrator.
2. Written warning by appropriate administrator.
3. Written reprimand by appropriate administrator.
4. Suspension with pay pending a hearing.
5. Suspension without pay.
6. Termination of employment.

C. A bargaining unit member shall be entitled, at his request, to have a representative of the Association present when being formally reprimanded or formally disciplined for any infraction of rules or delinquency in performance. When a request for such representation is made, no action shall be taken with respect to the unit member until such representative of the Association is present unless immediate action is required. The Association shall make a representative available within one (1) working day.

D. Bargaining unit members shall have the right to examine their personnel file and may be accompanied by a representative of the Association.

E. Documents of an evaluative and/or disciplinary nature shall first be signed and dated by the bargaining unit member prior to insertion into the personnel file.

1. The bargaining unit member's signature shall not be interpreted to mean agreement with the content of the material, but shall be understood to indicate awareness of the material.
 2. Should the bargaining unit member disagree with the content of the material being placed in the personnel file, he may have his written statements attached to the file copy of said material. For purposes of this Agreement, the failure of a bargaining unit member to indicate his/her disagreement with the content of material being placed in the personnel file within ten (10) workdays of being required to sign the material shall be conclusively construed to mean that the bargaining unit member does not disagree with the content.
- F. Pursuant to the Michigan Public Employment Relations Act, the Employer hereby agrees that bargaining unit members shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining.
- G. Except as provided in Section C of this Article, any disciplinary action taken against a bargaining unit member shall be done in private.
- H. Assault/Sexual Harassment
Any case of assault upon an employee and/or his/her property, while at work, shall be promptly reported to the Administration. Any action taken will be in conformity with the law, board policy, administrative regulations or district procedures.
- I. Accommodation
The Employer shall make reasonable accommodation to the known physical or mental disability of an otherwise qualified individual, unless the Employer can demonstrate that the accommodation will impose an undue hardship, or a direct threat on the operation of the program.

Article VIII Negotiation Procedures

- A. This Agreement may be extended by mutual written consent of both parties. 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 imposed upon the Board and the Association. This Agreement is subject to amendment, alteration, or additions only by a subsequent written Agreement

between and executed by the Board and the Association. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

- B. No earlier than March 1, nor later than June 1, of the calendar year in which this Agreement expires, the Association and the Board agree to begin negotiations of a successor Agreement.
- C. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
- D. 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 Board and the Association 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 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 Board 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 to this Agreement concerning such subjects or matters.
- E. If, at the request of the Board, a bargaining unit member is engaged during the school day in contractual negotiations on behalf of the Association with any representative of the Board, he shall be released from regular duties without loss of salary and without loss of any leave time provided under this Agreement.

ARTICLE IX WORKING HOURS AND CONDITIONS

A. Work Year

The work year for all employees shall be the full year (52 weeks) with break periods, holidays and vacations as listed in this Agreement, except for those classifications described below:

1. Paraprofessionals: The work year shall be equal to the number of student days plus two (2) additional days, which coincides with the student attendance year and shall be consistent with break periods, holidays and vacations of the school calendar.
2. Extended Year Secretarial/Clerical Personnel: Up to 10 Days After the last day for students and 15 Days Before the first day of students - Adjusted per Supervisor Discretion and shall be consistent with break periods, holidays, and vacations as listed in this Agreement.
3. Food Service Personnel: The work year will be at least equal to the number of student days plus four (4) additional days, which coincides with the student attendance year, and shall be consistent with break periods, holidays and vacations of the school calendar.
4. Bus Drivers: The work year will be equal to the number of student days plus two (2) additional days, which coincides with the student attendance year of those students who are being transported and shall be consistent with break periods, holidays, and vacations of the school calendar.

B. Workday: The normal workday shall consist of no more than eight (8) hours a day, or forty (40) hours a week.

The workday for all employees shall be as noted below. All hours shall be consecutive, except for bus drivers.

1. Custodians/Maintenance/Grounds/Mechanic Personnel:
 - a. First Shift—Begins no earlier than 6:00 a.m.
 - b. Second Shift—Begins at 2:30 p.m.

Times for both shifts may be changed through mutual agreement between the employee and their supervisor.

Food Service Personnel:

The workday will begin no earlier than 7:00 a.m. and end no later than 3:30 p.m. unless the time is changed through mutual agreement between the employee and their supervisor.

Paraprofessionals:

The workday begins when school starts for students and ends when school ends for students unless the time is changed through mutual agreement between the employee and their supervisor.

Secretarial/Clerical Personnel:

The workday begins no earlier than 7:00 a.m. and ends no later than 4:30 p.m. unless the time is changed through agreement between the employee and their supervisor.

Bus Drivers:

The workday shall be comprised of the time actually spent driving regular runs or field trips, including down time spent at field trips, and performing daily activities as are required. In the event the driver has down time on a field trip, that shall also be considered time worked for the purposes of reporting to the State. Each driver shall be compensated at the hourly rate

provided in Appendix A for actual average driving times and for other noted activities in Article 20, Section A., 2.

Said average driving times shall be determined twice yearly. The first semester shall be paid at the time determined to be the average during the second full week of school. The second semester shall be paid at the time determined to be the average during the first full week of the second semester. In the event a driver believes their average driving time has changed by at least fifteen (15) minutes, they may request a re-determination.

Senior drivers shall be allowed to bid for the maximum number of hours that their driving schedule will permit during the bid meeting. Change occurring during the year will be assigned based on seniority and availability.

6. Bargaining unit members working an afternoon or evening shift may be rescheduled to the day shift when school is not in session.
- C. Qualified bargaining unit members who are assigned less than a twelve (12) month period shall have the first opportunity for seasonal employment or special assignments.
- D. Assignments for paraprofessionals shall be tentatively made by June 30th of each year. However, adjustments may occur throughout the year to meet student needs. Additional work days may be added with the agreement of the Employer and the Association.
- E. Bargaining unit members who work at least six (6) consecutive hours a day shall be entitled to a thirty (30) minute unpaid lunch break, as scheduled by the Employer. A bargaining unit member who is called upon to interrupt his lunch period will be provided additional time to equal a minimum of the thirty (30) minute period.
- F. Any employee working four (4) hours or less shall be granted a fifteen (15) minute break at the midpoint of their day.
 1. Any employee working four (4) or more hours shall be granted two (2) fifteen minute breaks, not to be combined into one (1) thirty (30) minute break and shall not be at the beginning or end of the shift.
 2. The specific scheduling of the break periods including combining breaks at any point of the day shall be done by mutual agreement of the employee and their supervisor.
 3. An employee may take the break period in a location of the employee's choosing.

4. An employee working overtime will be entitled to an additional fifteen (15) minute break period for every two (2) hours worked.

G. When a bargaining unit member expects to be absent for any reason, he/she shall notify his/her immediate supervisor, or his/her designee, at least one (1) hour prior to the start of his/her regular hours of work. Bargaining unit members who work the afternoon or evening shift as custodians shall notify their immediate supervisor or his/her designee, at least two (2) hours prior to their regular hours of work.

H. The Employer shall schedule its meetings with bargaining unit members on the Employer's time whenever reasonably possible. Meetings which are otherwise scheduled shall entitle the unit member to be paid at the employee's regular rate of pay.

I. Bargaining unit members shall exercise reasonable care for the school materials, equipment, and facilities assigned to them.

J. Overtime shall be defined as time worked in excess of forty (40) hours in a workweek.

1. Mandatory Overtime: In the event that no employees have notified the Administration that they are interested in performing overtime work, such overtime will be assigned on a rotation basis through inverse seniority order (least senior to most senior employee). No employee will be required to work overtime hours unless all other qualified employees in that classification have had the opportunity to bid on those hours.
2. Voluntary Overtime: No employee shall be allowed to work overtime unless all other qualified employees in that classification, including substitute employees, have had the opportunity to fill their weekly schedule with up to 40 (forty) hours of paid time.
3. By mutual agreement between the employee and their supervisor, compensatory time may be earned in lieu of overtime payment.

K. Emergency Call-In

A minimum one (1) hour shall be credited to an employee called for an emergency situation, even if the employee works less time. In such instances, the employee will only be required to deal with the emergency situation and not with other duties. If the emergency time credited is beyond the eight (8) hours already worked in a day it shall be paid at time and one-half (1 ½) unless it is a Saturday, Sunday, or holiday, in which case it shall be paid at double time (2).

L. In-Service

All employees may be offered in-service training opportunities. Such training opportunities shall be fully paid by the Board, and each employee shall be given their regular rate of pay for the hours of the in-service.

M. Payroll

Employees will be compensated for actual time worked. Employees will submit semi monthly timesheets and receive their pay for all hours worked on the next scheduled pay date. For the purposes of this section, each employee classification group may select the option to receive their pay spread over 24 pays. Employees electing payment over 24 pays will have their regular pay calculated based on the number of normal work days multiplied by scheduled hours multiplied by their hourly rate. Employees must report any deviation from their regular work days and hours on their semi monthly timesheet, so pay adjustments can be made accordingly.

N. Unsafe Work

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being. Employees will be given proper safety equipment and instructions in regards to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties.

O. Student Discipline

The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work areas.

P. Medication

The performance of dispensing or administering medication, diapering or other medically related procedures by employees shall be carried out in the presence of another adult whenever possible.

Q. Supervision

An employee shall be responsible to only designated supervisors, said supervisors to be designated by the Board with written notification provided to each employee. An employee shall be notified in writing of any change in their designated supervisor.

R. Equipment

The Board shall provide without cost to the employee the following:

1. Approved first aid kits and materials in all work areas, gloves, and appropriate training in the handling of blood, blood products, and other bodily products.
2. Adequate and approved safety equipment including, but not limited to,

- goggles, shields, barriers, hard-hats, and auditory protection devices.
- 3. Safety shoes and glasses where applicable.
- 4. Reimbursement for the cost of licenses or the renewal of licenses required for the employee to perform their job or position.
- 5. Electrical cords and timers for bus engine heaters.

S. Mileage

An employee will be entitled to ninety percent (90%) of the current IRS rate per mile as reimbursement for driving their own vehicle in the performance of their job duties.

T. Special Education Secretary and ELL Case Manager(s)

- 1. The bargaining member that is assigned the additional duties of special education secretary will receive a stipend of \$1000 paid on the first pay of June each year.
- 2. The bargaining member that is assigned the additional duties of ELL case manager will receive a stipend of the following number of students per building 1-8 students \$500, 9+ students \$700 students (fall count day number) paid on the first pay of June each year.

ARTICLE X, CONDITIONS OF EMPLOYMENT

A. Transportation

In addition to those working conditions outlined in Article IX, the following shall apply to all transportation employees.

1. Runs

- a. The Board shall maintain a bus run system.
- b. The Administration shall hold a run selection meeting for all runs prior to the beginning of the school year. Every driver shall be notified of the meeting time and location.
- c. At the run selection meeting, all known runs shall be posted and the posting shall include the length, number of stops, and estimated time and pay.
- d. Drivers shall select runs on the basis of seniority.
- e. A driver shall be allowed to select as many runs as their schedule permits.
- f. Should any new runs become available during the school year, it shall be posted in accordance with the posting procedure in Article 16.
- g. All runs available during the summer period shall be awarded in the same manner as field trips.
- h. The student discipline policy shall apply to all regular runs and field trips. Bus rules shall be updated as necessary by the Administration with input from drivers.

2. Preparation of Buses

Each driver is responsible for performing a variety of tasks in preparing a bus for use and cleaning it after its use, including the safety checklist mandated by law and that has been negotiated between the parties. In consideration of the activities below, each driver shall be compensated at their hourly rate as is appropriate.

Bus Washing	35 minutes per day	Bus to be washed a minimum of two (2) times per week
Fueling	10 minutes per day	Bus to be fueled as needed
Internal Cleaning	15 minutes per day	Bus to be internally cleaned at the conclusion of runs each day
Safety Prep	30 minutes per day	According to law and negotiated checklist

Bus Run Meetings—Field Trip and Regular— Time actually spent in the meetings when called

Additionally, a driver who is assigned a field trip shall have thirty (30) minutes added to the accumulated time of the trip for the safety check as outlined above, fueling, sweeping, and equipment loading.

3. Field Trips

- a. A field trip is defined to be the transportation of students other than on a regular run.
- b. A driver interested in driving for field trips shall notify the supervisor and shall have their name put on the field trip list. All field trips shall be posted, along with the projected length of the trip, on the field trip chart. Field trips shall be awarded to interested drivers using a rotation system according to seniority. Field trips refused shall be charged to the driver on the chart. The chart is to be placed in a conspicuous location seven (7) days in advance of a trip when possible. This system is subject to change by a majority vote by the drivers. Trips canceled or postponed shall not be charged. The driver of a canceled or postponed trip is to be first on the rotation in the following week.
- c. There shall be a one (1) hour minimum payment to a driver who shows for an extra trip that is canceled. The rate of pay shall be at the driver's regular rate.
- d. The time for field trip pay shall start when the bus leaves the bus storage area and shall end when the bus returns to the school where the students were picked up except for overnight trips.

In the event the field trip involves an overnight stay, the time for field trip pay shall start when the bus leaves the bus storage area and pause when the bus is stopped for the overnight. The time shall begin again the next day when the students are loaded and shall end when the students are returned to

the school from which the trip originated. In the event the trip involves more than one (1) overnight, the trip pay time for each intervening day shall begin when the students are loaded and pause when the bus is stopped for the overnight.

- c. An agreement shall be drawn up defining the responsibilities of the driver, the employee/coach, and the chaperone while on a field trip.
 - f. All new bus drivers must be employed for forty-five (45) working days before being eligible for field trips.
 - g. The Board shall reimburse the driver for one (1) paid admission to the event, when necessary.
- 4. Substitutes/Temporary Run Vacancies
 - a. If there is a temporary vacancy in the driving schedule due to the illness or absence of another driver, such temporary run shall be offered to drivers, based on seniority, who can drive it in their regular driving schedule. A driver need not be able to drive the entire schedule of the absent driver to be awarded a run.
 - b. Whenever possible, employees shall have priority over substitutes for runs or field trips.
- 5. Licensing/Training
 - a. The Board shall pay for all required licenses, testing, and physical examination as may be required for full licensure. New employees become eligible for reimbursement of expenses for the above after ninety (90) days of continuous employment with the Board.
 - b. The employee must have their physical examination at a district-specified medical provider.
 - c. The Board shall pay regular drivers at their regular hourly rate for all time spent at training sessions, meetings (either transportation or student/parent meeting), testing, and run selection meetings.
- 6. Meal/Lodging Reimbursement
 - a. The Board shall reimburse a driver at the next accounts payable run for all meal costs up to a maximum of nineteen dollars (\$19.00) for dinner, eight dollars and fifty cents (\$8.50) for lunch and eight dollars and fifty cents (\$8.50) for breakfast. A receipt is required.
 - b. The Board shall reimburse a driver at the next accounts payable run a maximum of one hundred and twenty five dollars (\$125.00) for the cost of a motel room if a field trip involves an overnight stay. A receipt is required.
- 7. School Closure
 - a. A driver who reports to work and, upon arrival, finds that school has been canceled, shall be paid for one-half (1/2) hour at their regular hourly rate.

B. Food Service

Kitchen work generated by non-employer groups who use school facilities shall be handled in accordance with the posting and overtime provisions of this contract.

C. Custodians

1. Summer Employment

- a. Custodians shall have the option to work four (4) ten (10) hour days during the month of July.
- b. Custodians shall be given the option of working first-shift hours regardless of their shift assignment during the school year.

2. Materials and Supplies

Custodians shall be provided with necessary and appropriate supplies and equipment to perform their assigned work.

D. Paraprofessionals

1. A paraprofessional shall not be asked to substitute for a certified teacher unless in an emergency situation and they have a sub permit. They will receive a \$10 per hour rate increase for subbing.

E. Secretaries

Secretaries shall have the option to work four (4) ten (10) hour days during the summer period when school is not in session.

F. Double Classification

An employee holding and providing services in more than one job classification must declare a primary classification. Hours worked in a secondary classification must be worked outside the normal working hours of the primary classification. An employee may declare a new primary classification if a new position becomes available, and the employee is awarded or assigned to that position.

G. Evaluation

1. The Board, through the powers derived from the Michigan Revised School Code and other relevant statutes, is responsible for the employment and discharge of all personnel. To carry out this responsibility, it delegates to the Superintendent the function of establishing and implementing a program of personnel assessment.
2. The goals of the Board's evaluation plan for support staff are:
 - a. to improve and reinforce the skills, attitudes, and abilities which enable a support staff member to be effective in achieving assigned job goals; and
 - b. to identify and remediate weaknesses which prevent a support staff member from achieving the goals of assigned duties.
 - c. to assure employee accountability for their performance.
3. It is the purpose of the program of staff assessment to:

- a. strive for the improvement of the total School District program;
 - b. stress the importance of personal improvement on the part of individual support staff members so that each student may be provided a quality education;
 - c. ensure the continuous improvement of administrative and supervisory services provided staff members; and
 - d. establish a process of continuous and systematic support staff member evaluation.
4. The staff evaluation program (see appendix D) shall aim at the early identification of specific areas in which the individual support staff member needs help so that appropriate assistance may be arranged for or provided. A supervisor offering suggestions for improvement to a support staff member shall not release that support staff member from the responsibility to improve. If a support staff member, after receiving a reasonable degree of assistance, fails to perform his/her assigned responsibilities in a satisfactory manner, dismissal, or non-renewal procedures may be invoked. In such an instance, all relevant evaluation documents may be used in the proceedings.
5. A support staff member shall be evaluated under procedures provided in this Agreement and the Superintendent's administrative guidelines. A support staff member shall be given a copy of any documents relating to their performance, which are to be placed in the personnel file.
6. The Superintendent's administrative guidelines shall not deprive a support staff member of any rights provided by this Agreement or State law.

ARTICLE XI, SENIORITY

A. Seniority Defined

Seniority shall be defined as continuous length of service within a classification as a member of the bargaining unit, i.e., all classifications represented in the recognition clause of this Agreement. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by the last four (4) digits of their social security numbers beginning with the thousands place. Whoever has the lowest last four (4) numbers of their social security number shall be ranked highest on the list and so on. The final ranked names will be placed on the list along with the month, day, and year of their first workday.

1. An employee who accepts a position in another classification will have their seniority accrued in their prior classification frozen.
2. Part-time employees working a full year shall receive a full year of seniority credit.

B. Probation

1. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be sixty (60) work days.

2. Probationary employees are subject to discipline and dismissal at the discretion of the district and shall have no recourse through the grievance procedure.
3. Probationary employees shall be entitled to insurance benefits but not leave days or holidays. However, upon completion of the probationary period, the employee will be credited with the paid leave days, excluding holidays that they would have earned. In the event a probationary employee is absent, the probationary period shall be extended accordingly.

C. Classifications

For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current primary assignments.

1. Bus Driver
2. Secretarial/Clerical
3. Custodial/Maintenance/Grounds
4. Food Service
5. Paraprofessional

D. Seniority List

The Board shall prepare, maintain, and post the seniority list. Unresolved disputes regarding proper seniority placement shall be subject to the grievance procedure. Revisions and updates are to be prepared and posted annually. A copy of the seniority list shall be furnished to the Association.

E. Loss of Seniority

Seniority shall be lost by an employee upon termination for cause, resignation, retirement, or transfer to a non-bargaining unit position.

ARTICLE XII, SCHOOL CANCELLATIONS

- A. When school is closed/delayed/released early for weather conditions, mechanical malfunctions, sport events and/or other emergencies, said days will be rescheduled in accordance with the collective bargaining agreement covering instructional staff so that the school district can provide the minimum number of days of instruction required by law or regulation or to receive full state aid.
1. A bargaining member who is on paid leave when school is closed for the reasons stated above shall not be charged for said leave.
 2. Custodial and maintenance employees will report to work, if possible, and will be paid at their normal rate for the day.
 3. For secretarial/clerical, paraprofessional, bus driver and food service employees, a bank of nine equivalent days will be granted to these employees each school year, only to be used for the days described above. If

the bargaining member is out of snow days/hours, they can use sick or personal days/hours. If the bargaining member has exhausted all days/hours, the days/hours will be non paid. If the school district has 13-17 school cancellations and they are forgiven at the state level, bargaining members will be awarded sick time for the equivalent numbers of the days off. For example, if we have 14 days of school cancellations and they are forgiven at the state level, bargaining members would receive 2 sick days back in their bank. Any cancellations beyond 17 days are uncompensated.

B. Inclement Weather After Employee Start Time

In the event school is canceled after the start of an employee's work day due to inclement weather or conditions not within the control of the Board, the following procedures will apply:

1. Custodial, maintenance employees shall remain on the job and will be paid at their regular rate of pay for the day.
2. Secretarial/clerical, paraprofessional, bus driver and food service employees will be dismissed following any necessary activities and will be paid for the balance of the day provided such day(s) are permitted to be counted as a day of student instruction for purposes of receiving State aid.

ARTICLE XIII, GRIEVANCE PROCEDURE

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

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary employee.
2. Any matter involving the content of employee evaluation.

- B. Nothing contained in this Agreement shall be construed to prevent a bargaining unit member from presenting a grievance and having the grievance adjusted by the Employer without the intervention of the Association provided that such adjustment is consistent with the terms of this Agreement.

- C. The term "days" as used herein shall mean days in which school is in session.

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

1. It shall be signed by the grievant or grievant;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsection of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested;
7. It shall be submitted on the grievance form (Appendix B).

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. Level One – Employees believing themselves wronged by an alleged violation of the expressed provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with their immediate supervisor in an attempt to resolve it. If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two – A copy of the written grievance shall be filed with the Superintendent or their designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or their designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or their designated agent shall render their decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the immediate supervisor, and place a copy of it in a permanent file in their office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three – Upon proper application as specified in Level Two, the Association may proceed to mediation by requesting a mediator from MERC. Any resolution of the grievance at mediation shall be memorialized in writing.

Level Four – Individual Employees shall not have the right to process a grievance at Level Four. The following matters shall not be arbitrable:

The termination of services of or failure to re-employ any support staff.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the mediation meeting, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, the American Arbitration Association in accordance with its rules shall select them.
2. No party may either raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing, pre-hearing statement alleging facts, grounds and defense, and witnesses, which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final, conclusive and binding employees, the Board and the Association: subject to the right of the Board or the Association to judicial review. All arbitration proceedings are subject to the procedures and requirements contained in the Michigan Uniform Arbitration Act, MCL 621.1681 et seq.
4. Powers of the arbitrator are subject to the following limitations:
 - a. They shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. They shall have no power to establish salary scales or to change any salary schedule.
 - c. They shall have no power to interpret state or federal law.
 - d. They shall not hear any grievance previously barred from the scope of the grievance procedure.
5. After a case on which the arbitrator is empowered to rule hereunder has been referred to their, it may not be withdrawn by either party except by mutual consent.
6. If either party disputes the procedural arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule upon arbitrability prior to hearing the case on the merits. In the event that a case is appealed to the arbitrator on which they have no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

8. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- F. Should an employee fail to institute a grievance within the time limits specified, the grievance would not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the Grievant regardless of their employment), all further proceedings on a previously instituted grievance shall be barred. Time limits specified herein may be extended upon mutual consent.
- G. The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without their express approval in writing.
- H. All preparation, filing, presentation or consideration of grievances shall be held at a time other than where an employee or a participating Association representative are to be at their assigned duty stations.
- I. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date of which the grievance is filed.

ARTICLE XIV, VACANCIES, TRANSFERS, AND PROMOTIONS

- A. Vacancy Defined
A vacancy shall be defined as a newly created position or a present position that is not filled.
- B. Vacancy Posting/Notification
Vacancies will be emailed to all staff and posted on the website at least ten (10) days except in mutually agreed to exceptions. Said posting shall contain the following information:
- C. Award of Vacancy
A vacancy shall be filled with the most senior applicant from within the affected

classification who meets the minimum requirements of the job description. If an employee from the affected classification does not apply, then a qualified applicant with the most seniority from another classification shall fill the vacancy, unless there is a more qualified non-bargaining unit member applicant. Salary step placement for a non-bargaining unit person placed into the position shall be determined by the Administration.

D. Involuntary Transfers

Involuntary transfers of employees are to be effected for the students and staff of the school. A transfer is defined as movement from one classification to another.

E. Transfer Rights

1. An employee shall not be placed on a lower step of the wage schedule due to an involuntary transfer or reassignments nor shall they suffer any loss of accrued seniority, holiday, or leave benefits.
2. An employee voluntarily transferring shall be placed on the base step of the salary schedule in the new classification. They shall not suffer any loss of accrued seniority, holiday, or leave benefits.

F. Temporary Assumption of Duties

Any employee who temporarily assumes the duties of another employee will be paid the regular rate of those assumed duties. An employee's pay rate or total pay shall not be reduced as the result of any temporary change in duties.

ARTICLE XV, REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

A. Layoff Notice

No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of the layoff at least fifteen (15) calendar days prior to the effective date of the layoff.

B. Layoff Procedures

In the event of a necessary reduction in workforce, the Board shall first layoff probationary employees in the affected classification, then least senior employees in that classification. If, within fifteen (15) months of the layoff, any vacancies or newly created position occurs, the Board will give first opportunity to laid-off employees who are qualified. An employee, whose position has been eliminated due to reduction in workforce or who has been affected by a layoff/elimination of position, shall have the right to assume a position, for which they are qualified, that is held by a less senior employee.

C. Substitute Priority

A laid-off employee shall, upon application and at their option, be granted priority status on the substitute list according to their seniority. Laid-off employees may continue their health, dental, vision, and life insurance benefits by paying the regular monthly subscriber

group rate premium for such benefits to the Board after the first sixty (60) calendar days of such layoff, during which time all fringe benefits will be continued by the Board.

D. Recall

1. Laid-off employees shall be recalled in order of seniority, with the most senior being recalled first, to any position in their classification for which they are qualified.
2. A notice of recall shall be sent by certified or registered mail if the Administration is unable to reach the employee by phone. Said notice shall be sent to the last known address as shown on the Board's records. It shall be the employee's responsibility to keep the Board notified as to their current mailing address.
3. The recall notice shall state the time and date on which the employee is to report back to work.
4. A recalled employee shall be given fifteen (15) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Board of their intent to return to work. The Board may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the fifteen (15) day period.
5. An employee recalled to work which is equal in hours and rate of pay to the position from which the employee was laid off is obligated to take said work. An employee who declines recall to such work for which they are qualified shall forfeit their recall rights. An employee on layoff shall accrue seniority during the period of such layoff. Acceptance or refusal of recall to a position, which is lower in pay, hours, and/or benefits than the position from which the employee was laid off shall not affect their right to recall to an equivalent position. Recall rights are restricted to non-probationary employees and only for a period of fifteen (15) months from the effective date of layoff.

ARTICLE XVI, PAID LEAVES

A. Sick Leave

Employees shall earn one (1) day of sick leave per twenty (20) days worked rounded to the nearest whole. The unused portion of said leave shall be allowed to accumulate to a maximum of one hundred forty-four (144) days. Employees' sick leave banks will be credited at the beginning of the school year with the full amount of sick leave expected to be earned during the current school year.

Each employee who has worked for Pewamo Westphalia Community School for at least 10 years and who meets the eligibility requirements for retirement of the Michigan Public School Employee Retirement System shall receive compensation at the rate of \$50.00 for each accumulated unused sick day to a maximum of 120 days at the time of separation.

Employees shall be paid following the end of the year for any sick leave days accumulated above the one hundred forty-four (144) day limit at a rate of fifty dollars (\$50.00) per day.

B. Sick Day Usage

Sick leave days may be taken by an employee for the following reasons and subject to the following conditions:

1. Personal Illness or Disability—The employee may use all or any portion of their leave to recover from their own illness or disability, or for the illness or disability of any member of their immediate family as defined in C below.
2. Medical or Nursing Care—The employee may take one (1) day per year to make arrangements for medical or nursing care for a member of his/her immediate family as defined in C below.
3. An employee's sick leave bank will not be charged for a day when such day falls unexpectedly on a canceled school day.

C. Immediate Family

Immediate family shall be defined as spouse, child, grandchild, foster child, stepchild, parent, grandparent, step-parent, sibling, in-laws, or anyone who has stood in the relationship or is living in the household of the employee.

D. Personal Leave

1. Employees will be allocated personal leave at the beginning of each contractual year in accordance with the chart below. For employees hired after the start of the school year, this benefit will be prorated. Unused personal leave days will be added to a Personal Leave Bank with a maximum of six (6) days. Personal leave days may be granted following written application terms defined in #4 of this section.

CLASSIFICATION	PERSONAL LEAVE
Custodians	Up to 5 days
Extended Yr Secretary/Clerical	Up to 4 days
All Other Classifications	Up to 3 days

2. For all other employees, personal leave days not to exceed two (2) days in any one (1) contractual year shall be available upon written application. Unused personal leave days at the end of the school will rollover to Sick Leave Bank.
3. Requests for personal leave must be made with the Administration as far in advance as possible and at least twenty-four (24) hours in advance.
4. Leave time can be taken in fifteen (15) minute increments.

5. A personal leave day may be granted for the day preceding or the day following a holiday or a vacation or the first and last day of the school year upon approval of the administrator.
6. Personal leave days shall be available for the practice of individual religious practices.
7. If a school is not in session due to circumstances outside the control of the district, an employee who has a pre- approved absence shall not be charged for a personal leave day.

E. Employment Related Injury

1. Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days. The Board shall pay to such employees the difference between their salary with all fringe benefits and all benefits received under the Michigan Workers Compensation Act for a period not to exceed thirty (30) workdays. After the thirty (30) workday period the employee may elect to use sick leave days to help make up the difference between their biweekly salary and the benefits received under workers compensation. The workers compensation benefits together with sick leave compensation cannot exceed the employee's biweekly salary. The salary differential paid by the employer is not to be offset by or coordinated with Workers' Compensation benefits. During an absence due to an employment related injury, seniority shall accrue.
2. Upon return from Workers Compensation, the employee shall be guaranteed their former position or a comparable position if the former position no longer exists.

F. Judicial Leave

Any employee called for jury duty or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid their full compensation and benefits for such time. The employee shall pay back to the Board any money received for jury duty less any mileage reimbursements.

G. Bereavement Leave

An employee shall be granted a maximum of five (5) days of paid leave, two (2) of which shall be deducted from sick leave, per death for immediate family members, with the Superintendent able to extend paid leave. Immediate family shall include spouse, parent, brother, sister, child, grandchild, father-and mother-in-law, brother-and sister-in-law, daughter/son in-law, grandparent, step relations, partner, and any other person living in the household of the employee. The employee may take up to one (1) paid day per death to attend the funeral of any other person. This leave shall not be cumulative, and used leave days will be deducted from the sick leave bank.

ARTICLE XVII, UNPAID LEAVES

A. Leaves of Absence

The District follows the FMLA. FMLA leave is concurrent, and may be taken intermittently by eligible members for reasons identified by the FMLA. The leave year will be calculated on a rolling backward basis, except for military FMLA leave required to be calculated rolling forward by law. A leave of absence, without pay, for up to one (1) year in duration may be granted to an employee upon written request. A request for a leave of absence shall include the reason for the leave along with the anticipated beginning and ending dates of the leave. During a leave of thirty (30) days or less, seniority shall continue to accumulate. If an employee fails to return to work from their leave and fails to notify the Superintendent with regard to their return, employment will be terminated.

B. Return from Leave

An employee returning from a leave of absence shall be reinstated to the same position they held when the leave began or a comparable position. An employee returning from a leave of absence shall not receive salary experience credit for the time of such leave.

C. Extensions

The Board, upon written request of the employee, may grant an extension past the one (1) year. The request shall include the reason for the extension and the anticipated date of return.

D. Military Leave

A military leave of absence shall be granted to an employee who is inducted, or enlists, for military duty in any branch of the armed forces of the U.S. or who enlists, volunteers, is called, or otherwise makes their self-available for active duty in the National Guard or Reserves.

E. Association Office

A leave of absence may be granted for the purpose of serving as an officer of the Association or an officer, intern, or staff member in its state or national affiliate for the duration of the term of office.

F. Education Leave

A leave of absence may be granted for the purpose of permitting the employee to continue his/her education.

ARTICLE XVIII, PAID HOLIDAYS

A. Definition

For purposes of this Article, the term “day” shall be defined as the number of hours the employee is regularly scheduled to work per day.

B. Preceding Day/Following Day Work Requirement

An employee must work the entire last regularly scheduled day preceding and following the holiday in order to receive holiday pay. The Superintendent has the authority to waive this requirement.

C. Eligibility Pay

Probationary employees shall not be eligible for paid holidays.

D. Holiday Pay

In the event a holiday falls during an approved personal leave time, the employee will receive holiday pay, and a paid personal leave day will not be charged against the employee's personal leave bank. Employees will receive paid holidays in accordance with the appropriate schedule detailed in Appendix C.

ARTICLE XIX, SCHOOL IMPROVEMENT

This selection is subject to appointment by the Board. Such representation shall be with full released time with no loss of pay for meetings during regular work hours or volunteer for meetings scheduled beyond the employee's day. Service on this Committee shall be voluntary.

ARTICLE XX, INSURANCE

A. Employee Purchased Health Insurance

Any employee, at their own expense, shall have the option of purchasing health insurance through the employer at the group rate pursuant to the underwriter's rules and regulations.

B. Term Life Insurance

The Board will provide fully paid MESSA term life insurance in the amount of \$30,000 with AD&D coverage for each employee.

C. Any employee, at their own expense, shall have the option of purchasing short term disability or enrolling in a flexible spending account through the employer at the group rate pursuant to the underwriter's rules and regulations.

If an Emergency Financial Manager is appointed by the state under the Fiscal Accountability Act, the Emergency Manager may reject, modify, or terminate the collective bargaining agreement in their sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

DURATION

ALL ARTICLES OF THIS AGREEMENT SHALL BE EFFECTIVE UPON
RATIFICATION AND WILL EXPIRE JUNE 30, 2028.



President of School Board

6/23/2025


Date



Secretary of School Board

06/24/2025

Date



President of Association

6/25/2025

Date



Superintendent

6/23/25

Date

APPENDIX A, HOURLY RATES

Secretaries/ Special Education Paraprofessionals	2025-26 hourly rate	2026-27 hourly rate	2027-28 hourly rate
Step 1	16.75	17.25	17.75
Step 2	17.75	18.25	18.75
Step 3	18.75	19.25	19.75
Step 4	19.75	20.25	20.75
Step 5	20.25	20.75	21.25
Step 6	21.00	21.50	22.00
Paraprofessional and Food Service	2025-26 hourly rate	2026-27 hourly rate	2027-28 hourly rate
Step 1	15.50	16.00	16.50
Step 2	16.50	17.00	17.50
Step 3	17.25	17.75	18.25
Step 4	18.25	18.75	19.25
Step 5	19.25	19.75	20.25
Step 6	20.00	20.50	21.00

Custodial/Maintenance	2025-26 hourly rate	2026-27 hourly rate	2027-28 hourly rate
Step 1	15.50	16.00	16.50
Step 2	16.50	17.00	17.50
Step 3	17.25	17.75	18.25
Step 4	18.25	18.75	19.25
Step 5	19.25	19.75	20.25
Step 6	20.00	20.50	21.00

Skilled Trades	2025-26 hourly rate	2026-27 hourly rate	2027-28 hourly rate
Step 1	18.25	18.75	19.25
Step 2	19.25	19.75	20.25
Step 3	20.25	20.75	21.25
Step 4	21.25	21.75	22.25
Step 5	22.25	22.75	23.25
Step 6	23.00	23.50	24.00
Bus Drivers	2025-26 hourly rate	2026-27 hourly rate	2027-28 hourly rate
Step 1	21.00	21.50	22.00
Step 2	21.25	21.75	22.25
Step 3	21.50	22.00	22.50
Step 4	22.00	22.50	23.00
Step 5	23.25	23.75	24.25
Step 6	23.50	24.00	24.50

Longevity Payments

Years 8-11 \$400

Years 12-13 \$600

Year s14+ \$800

Payments made each year in June

Rates as listed above, plus

CIL	2025-26	2026-27	2027-28
Year Round Employees	\$4000	\$4200	\$4400
School Year Employees	\$3000	\$3200	\$3400

*CIL will be prorated based on work schedule

APPENDIX B, GRIEVANCE REPORT FORM

Grievance Report Form Pewamo-Westphalia Community Schools

Grievance # _____

Distribution of Form:

1. Superintendent
2. Supervisor
3. Association
4. Grievant

Building _____ **Assignment** _____

Name of Grievant _____ **Date Filed** _____

LEVEL ONE

A. Date Cause of Grievance Occurred: _____

B. 1. Article/Section/Policy Violated: _____

2. Statement of Grievance:

3. Relief Sought:

Signature of Association Representative

Signature of Grievant

Date

Date

C.

D. Disposition by Supervisor:

Supervisor's Signature

Date

Position of Grievant and/or Association:

Authorized Signature

Date

(If additional space is needed in reporting Section B of Level 1, attach an additional sheet.)

LEVEL 2

A. Date Received by Superintendent, or Designee:

B. Disposition by Superintendent, or Designee:

Superintendent's, or Designee's, Signature Date

C. Position of Grievant and/or Association:

Authorized Signature

Date

LEVEL 3

A. Date Submitted to Mediation:: _____

B. Disposition at mediation:

Authorized Signature

Date

C. Position of Grievant and/or Association:

Authorized Signature

Date

APPENDIX C, PAID HOLIDAYS

All non-probationary employees will receive the following paid holidays:

Labor Day
Thanksgiving
Day after Thanksgiving
Day before or after Christmas
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King Day
President's Day
*Good Friday
Memorial Day

Non-probationary, year-round Custodial/Maintenance/Skilled Trades employees will receive the above listed paid holidays, plus:

July 4th

* If students are in attendance one-half (1/2) day on Good Friday, then a one-half (1/2) day paid holiday

APPENDIX D EVALUATION FORM
Pewamo-Westphalia Community Schools
Support Staff Evaluation Form

Evaluator: _____

Employee: _____

Classification: _____

Date: _____

The primary purpose of the evaluation form is to encourage positive interaction between the supervisor and employee in order to realize improvement. Whether the instrument and the process are productive depends upon the attitudes of the involved parties. To be most effective, it is assumed that the evaluation will occur in an atmosphere of sensitivity, understanding, support, candor, and trust by both the evaluator and the person being evaluated.

INSTRUCTIONS: Read carefully the description for each of the qualifications categorized below. Then place the appropriate score for the employee after each qualification, with 1 being LOW and 5 being HIGH. For any category that is rated as a 1 or 2, the evaluator must provide suggestions for improvement. Please use the space contained at the bottom of the form to complete this portion.

	1	2	3	4	5
Attendance/ Punctuality	Frequently absent/tardy	Often tardy or absent	Acceptable punctuality/dependability, but could be improved	Seldom absent/tardy	Never absent/tardy
					Score
Attitude	Outwardly frustrated/ handles criticism poorly	Tough demeanor/doesn't pay much attention to criticism	Acceptable outlook and tries to change when criticized	Accepts criticism, attempts to change, and has an uplifting outlook	Pleasant to work with, enjoys the position, very positive, improves when criticized
					Score
Quality of Work	Displays very poor work quality, not good with responsibility, pace of work is very slow	Low work quality, reluctant to accept responsibility, pace of work is slower than peers	Acceptable level of quality and responsibility, pace is adequate but has room for growth	Works to ensure that quality is good, few mistakes, and accepts responsibility; works at a moderate pace	Never an issue of quality, performs duties and responsibilities to the highest level; works quickly and efficiently
					Score
Relationships with Staff/Peers	Is antagonistic; a lot of conflict and seems to work against others	Can be difficult to handle at times, and occasionally involved in conflict	Usually gets along with other staff/peers	Shows a willingness to get along with everyone and has very few issues	Always displays a willingness to serve and assist others, never has conflict with those around them
					Score
Knowledge of Work	Makes little to no attempt to learn the qualities of the position	Completes the minimal requirements to complete the job in an adequate manner	Has gained knowledge of the position but still needs routine supervision	Has an understanding of requirements and basic knowledge; needs little supervision	Has the skills, training, and experience to perform exceptionally; high level of knowledge, still shows desire to learn, and never needs supervision
					Score

	1	2	3	4	5
Initiative	Takes no initiative; has to be repeatedly instructed on what to do	Takes very little initiative and requires urging to complete expectations of the position	Performs routine duties acceptably, but does not outwardly look for other tasks that could be completed without prompting	Is fairly resourceful and does well with time management. Glad to help out and displays regular signs of ambition. Rarely needs prompting	Very ambitious; looks for things to learn and do. Sees the need and completes the task without prompting. Finds solutions and does not need prompting Score _____
Appearance	Is extremely careless/apathetic and does not come ready to be successful	Often neglectful on appearance, and requires reminders to stay compliant	Is adequate in dress and preparation for the position, but could still make efforts to improve	Looks clean/neat most of the time and is appropriate for the surroundings of the position	Is excellent in appearance, always dressed for success, and exceeds expectations of the position Score _____
Adaptability	Refuses to adjust to changing situations unless forced / constantly questions supervisors	Reluctant to change, and may have difficulty adapting to new expectations	Makes necessary adaptations when instructed	Adjusts readily and shows a willingness to try when asked	Learns quickly, very willing to try new ways to find solutions, wants to make changes to help others succeed Score _____
Customer Focus	Is not concerned with the well-being of those they serve. Does not present a positive image of the district.	Is not particularly courteous in dealings with others, but will accomplish necessary tasks as directed	Usually is polite/considerate/respectful of others. Adequately meets the expectations of those they serve	Considerate/courteous/respectful and displays characteristics of meeting the needs of others and a positive image of our district	Always courteous/considerate/respectful and polite; shows exceptional level of service to others, always represents the district in a positive way Score _____
Judgment	Does not make sound decisions and shows disregard for the outcome	Occasionally makes sound decisions, but often needs correcting or redirecting; apathetic about the outcome	Adequate level of decision making but has room for growth	Shows sound decision making abilities, usually can select the best way to correct issues; want the outcome to be good	Always makes sound decisions, has innate ability to analyze issues and select the best course of action; ensures that the outcome will be successful Score _____ TOTAL SCORE _____

Suggested recommendations in areas to be improved:

[illegible]

Comments:

Leaders's Signature:

Date:

Staff Member's Signature:

Date:

I understand that my signature is not intended to indicate my agreement with the evaluation, but indicates I have read the evaluation. I recognize my right to discuss this evaluation with my evaluator and may attach comments concerning this appraisal within ten (10) business days.

*****One copy of the signed/date evaluation is to be given to the employee, while another is to be placed in the personnel file.***