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**THE COLLECTIVE BARGAINING AGREEMENT OF THE
WHITEFORD BOARD OF EDUCATION AND THE WHITEFORD AGRICULTURAL
ADMINISTRATIVE ASSISTANTS ORGANIZATION**

12 This agreement will be entered into this 19th day of November, 2009, by and between the Board of
13 Education of the Whiteford School District, hereinafter called the "Board" and the Whiteford
14 Administrative Assistants' Organization, hereinafter called the "Association."
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Whereas the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain with the recognized organizations as the representative of its administrative assistant personnel with respect to hours, wages, and terms and conditions of employment.

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

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ARTICLE I – RECOGNITION

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- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Act 379, Public Acts of 1965, for all full-time administrative assistants and part-time administrative assistants working more than 20 hours per week and general clerical workers engaged in secretarial and clerical work.
 - B. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "administrative assistants" and references to female personnel shall include male personnel.
 - C. The Board agrees not to negotiate with any administrative assistants organization other than the Association for the duration of this agreement.

ARTICLE II – EMPLOYEES' RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every administrative assistant shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for their mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any administrative assistant in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitution of Michigan and the United States, that it will not discriminate against any administrative assistant with respect to hours, wages, or any terms or conditions of employment by reason of her/his membership in the Association, her/his participation in any activities of the Association, or collective professional negotiations with the board, or her/his institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

- 1 B. The Board specifically recognizes the right of its administrative assistants appropriately to invoke
2 the assistance of the Michigan Employment Relations Commission or mediator or such public
3 agency or an arbitrator appointed pursuant to the provision of this Agreement.
4
- 5 C. The Association and its members shall have the right to use school building facilities at all
6 reasonable hours for meetings under the same policies as other organizations in the district.
7
- 8 D. Reasonable use of the inter-school mail, school typewriters/computers, and school duplicating
9 machines shall be made available to the Association and its members for notices and news of the
10 Association business. The Association shall pay for the cost of all materials and supplies incident
11 to such use.
12
- 13 E. School telephones, stationery and stamps are not provided to the administrative assistants for use
14 in conducting personal business.
15
- 16 F. The private and personal life of any administrative assistant is not within the appropriate attention
17 nor concern of the Board except as it impinges upon her ability to do her job.
18
19

20 ARTICLE III – BOARD’S RIGHTS

- 21
- 22 A. The Board, on its own behalf and on the behalf of the electors of the school district, hereby retains
23 and reserves unto itself, all the powers, rights and authority, duties and responsibilities conferred
24 upon and vested in it by the school code and the laws of the State, the Constitution of the State of
25 Michigan and/or the United States. Such rights, duties, etc., shall include by way of illustration
26 and not by way of limitation, the right to:
27
- 28 1. manage and control its business, its equipment and its operations and direct the working
29 forces and affairs of the entire school system within the boundaries of the school district of
30 Whiteford;
31
 - 32 2. continue its rights, policies, and practices of assignment and direction of its personnel,
33 determine the number of personnel, and schedule all the foregoing;
34
 - 35 3. direct the working forces, including the right to establish and/or eliminate positions, to hire,
36 evaluate, promote, suspend and discharge employees, transfer employees, assign work or
37 duties to employees, determine the size of the work force and to lay-off employees;
38
 - 39 4. determine the services, supplies, and equipment necessary to continue its operation and to
40 determine all methods and means of distributing the above and establishing standards of
41 operation, the means, methods, and processes of carrying on the work;
42
 - 43 5. determine the qualifications of employees, including physical condition.
44
- 45 B. The listing of specific management rights in the Agreement is not intended to be nor shall be
46 restrictive of, or a waiver of, any rights or management not listed and specifically surrendered
47 herein whether or not such rights have been exercised by the Board in the past.
48

1 C. The Board shall continue to have the exclusive right to establish, modify or change any conditions
2 except those covered by provisions of this master Agreement.
3

4 **ARTICLE IV – CLASSIFICATION AND WAGES**
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6 Class I - Administrative assistant to the principal with word processing skills, authorized four
7 weeks before and four weeks after the school calendar, and forty (40) hours per week.
8

9 Class II - Guidance/athletic administrative assistant with word processing skills, authorized two
10 weeks before and two weeks after the school calendar, and forty (40) hours per week.
11

12 Class III - General office secretary – Responsibility and hours to be approved by the Board of
13 Education and administration.
14

<u>Classification:</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009 - 2010</u>
15 Class I	17.86(2%)	18.22(2%)	18.58(2%)
16	(retro)	(retro)	(retro)
17 Class II	14.85(2%)	15.15(2%)	15.45(2%)
18	(retro)	(retro)	(retro)
19 Class III	12.51(2%)	12.76(2%)	13.02(2%)
20	(retro)	(retro)	(retro)
21	(retro)	(retro)	(retro)
22	(retro)	(retro)	(retro)
23			

24 New administrative assistants may be started out at a rate of 45 cents per hour lower than the scheduled
25 rate while serving a ninety (90) workday probation period. Probationary employees will be entitled to
26 no benefits of any kind until they have completed the ninety (90) workday probationary period.
27
28

29 **ARTICLE V – HOLIDAYS**
30

31 Full-time employees
32

33 Full-time employees shall be entitled to the following paid holidays. Full-time employees are those
34 who work forty (40) hours per week. Employees must work the day before and day after a holiday
35 to receive holiday pay unless approval is obtained from supervisor and/or superintendent or absence
36 is due to illness, family illness, or bereavement.
37
38

39 Independence Day*	Christmas	Presidents' Day**
40 Labor Day	Day after Christmas	Good Friday
41 Thanksgiving	New Year's Eve	Monday After Easter
42 Day after Thanksgiving	New Year's Day	Memorial Day
43 Christmas Eve	Martin Luther King, Jr. Day**	
44		

45 * Employees working and or using vacation days on the scheduled work day preceding Independence
46 Day will receive a paid holiday for this day.
47

48 ** If school is in session on Presidents' Day and/or Martin Luther King, Jr. Day, employees will be
49 required to work without receiving additional holiday pay.

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3 Employees on leave of absence without pay shall not be paid for holidays occurring during said leave.

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5 Part-time employees

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7 Other employees shall be entitled to the following paid holidays:

8
9 Labor Day* Martin Luther King, Jr. Day** Memorial Day
10 Thanksgiving Presidents' Day**
11 Day after Thanksgiving Good Friday

12
13 Employees must work the day before and day after a holiday to receive holiday pay unless approval is
14 obtained from supervisor and/or superintendent or absence is due to illness, family illness, or
15 bereavement.

16
17 * Employees working on the scheduled work day preceding Labor Day will receive a paid holiday for
18 this day.

19
20 ** If school is in session on Presidents' Day and/or Martin Luther King, Jr. Day, employees will be
21 required to work without receiving additional holiday pay.

22
23 Employees on leave of absence without pay shall not be paid for holidays occurring during said leave.

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26 ARTICLE VI – OVERTIME

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28 A. Overtime is defined as time assigned and worked beyond forty (40) hours per week..

29
30 Overtime work will be compensated for at one and one half (1-1/2) times the employee's regular
31 hourly rate, and two and one half (2 1/2) times the regular hourly rate for work on Sundays or
32 holidays.

33
34 B. A minimum of two (2) hours overtime credit will be paid for call back for evening, Saturday,
35 Sunday, or holiday work which is authorized even if less than two (2) hours of service is rendered.

36
37
38 ARTICLE VII – VACATION TIME

39
40 A. Administrative assistants working at least forty (40) hours per week shall have vacation days
41 according to the following schedule:

42
43 1 year 1 week
44 2 – 6 years 2 weeks
45 7 – 12 years 3 weeks
46 13 years 4 weeks

47
48 All employees' vacation days are capped at twenty (20) with the exception of Dee Levis who is
49 grandpersoned to receive one (1) additional day of annual vacation for each year of service

1 over fifteen (15) years. No more than fifteen (15) working days to be taken during days of
2 student instruction.
3

4 B. Employees working less than thirty-five (35) hours per week will not earn vacation time. Those
5 working between thirty-five (35) and thirty-nine (39) hours per week will have vacation time
6 prorated.
7

8 C. The term "days" when used in this section shall be working days.
9

10 D. Administrative assistants desiring to use vacation time during the school year shall notify the
11 principal on the form provided by the board at least three (3) work days in advance of the
12 anticipated absence, except in cases of emergency. In cases of emergency, the administrative
13 assistant shall notify as soon as possible.
14

15 16 **ARTICLE VIII – HOURS OF WORK** 17

18 A. The hours of regularly scheduled work days shall be established by the administration and shall
19 not exceed eight (8) hour per day for any classification. The normal work week shall not exceed
20 forty (40) hours per week, Monday through Friday, for any classification. The time worked
21 beyond forty (40) hours per week shall be paid at the overtime rate, which shall be one and one (1
22 1/2) times the employee's regular hourly rate. Any overtime must be preapproved by the
23 superintendent.
24

25 B. The administration reserves the right, as operational needs and conditions require, to establish and
26 change hours of work, shifts and schedule of hours in cases of emergency, such as: fire, tornado,
27 flood, or explosion that directly affects operational procedure of the school.
28

29 C. All administrative assistants shall be entitled to a duty free, uninterrupted thirty (30) minute lunch
30 period.
31

32 D. Administrative assistants who work at least forty (40) hours per week will be provided a fifteen
33 (15) minute relief time in the morning and in the afternoon. Employees working less than forty
34 (40) hours will have relief time prorated.
35

36 37 **ARTICLE IX – INCLEMENT WEATHER /** 38 **SCHOOL DISTRICT FACILITY MECHANICAL PROBLEMS** 39

40 A. On extremely hazardous driving days when school has been delayed or called off, administrative
41 assistants will be given one-and-a-half (1.5) hours of lee-way to report to work before being
42 docked providing notification is given.
43

44 B. Should a school day be called off because of inclement weather, it is understood that a personal
45 business day may be used in the event it is impossible for an administrative assistant to get to
46 work.
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2 **ARTICLE X - RESPONSIBILITY**
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4 Administrative assistants shall be directly responsible to their immediate supervisor, their assistant, and
5 all administrators so designated by the superintendent of schools.
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8 **ARTICLE XI – VACANCIES AND SENIORITY**
9

10 The Board of Education will set the qualifications for vacancies which occur. Vacancies will be posted.
11 When vacancies occur preference of assignment will be given to employees with the highest
12 qualifications for that position.
13

14 A copy of postings for all employee groups will be given to the WAAO representative.
15

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17 **ARTICLE XII – DISCHARGE**
18

19 An administrative assistant facing discharge shall be given:

- 20
21 A1. Verbal notice with a chance to correct the reason – 1st offense.
22
23 B. Written notice with a chance to correct the reason – 2nd offense.
24
25 C. If the administrative assistant fails to respond to the verbal and written notice to correct the
26 problem, then two weeks notice in writing will be given for their discharge.
27
28

29 **ARTICLE XIII – RESIGNATION**
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- 31 A. Any administrative assistant resigning shall file a written resignation with the superintendent at
32 least ten (10) working days prior to the effective date.
33
34 B. Any administrative assistant who discontinues her services does not forfeit her right to earned
35 vacation time. Additionally, it is understood that the employee leaving will be reimbursed for all
36 accumulated unused vacation days. Earned vacation time will be paid in a lump sum in the final
37 paycheck.
38

39 **ARTICLE XIV – STIPENDS**
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- 41
42 A. Stipends for administrative assistants taking or making telephone calls at home.
43
44 1. Principal's administrative assistants – arranging for substitute teachers when the principal
45 involved requests. Stipend will be two (2) times the regular hourly rate. Time sheet will be
46 turned in monthly.
47
48 B. Stipends for administrative assistants taking work home due to work overload with approval of
49 the superintendent will be compensated at one and one half time the regular hourly rate.

1
2 C. Employees are encouraged to take courses to advance ones skills and to remain current with
3 changing technology skills needed to perform their job efficiently. Stipends for courses taken to
4 advance one's skills will be paid employees with advance approval of the superintendent.
5 Stipends will be a maximum of \$250.00 for each course taken and will be limited to two courses
6 per year with the amount not to exceed the cost of the tuition and not to exceed \$500.00 total per
7 year. Courses shall be scheduled outside of the regular work day and are not eligible for overtime.
8

9 The above stipends may be claimed by filing grade reports for courses taken at the
10 superintendent's office and will be paid in the following pay period.
11

12 D. Administrative assistants required to make long distance phone calls from home will be
13 reimbursed for those calls when submitted phone bills substantiate such calls.
14

15 E. The board will reimburse the administrative assistants for reasonable expenses incurred when
16 attending meetings, conferences or workshops approved by the supervisor. When using their
17 personal autos, mileage rate will be reimbursed at the prevailing IRS rate.
18

19 F. A longevity payment of \$450.00 will be paid at the start of the tenth year of employment. An
20 additional payment of \$450.00 will be paid for every five years thereafter.
21

22 ARTICLE XV – SICK LEAVE, FAMILY ILLNESS, BEREAVEMENT LEAVE

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25 A. Sick Leave: Each full-time administrative assistant will be credited with thirteen (13) days of
26 sick leave on the first day of the contract year. Employees working less than forty (40) hours per
27 week will be allowed six (6) days per year, to be credited on the first day of the contract year.
28 Unused sick days to accumulate without limit.
29

30 B. Family Illness: Five (5) days per year, which are not deducted from an administrative assistant's
31 sick leave, may be used for family illness. Family shall be defined as husband, wife, children,
32 parents, siblings, parents-in-law, daughter-in-law, son-in-law, grandparents, or grandchildren.
33

34 C. Bereavement Leave: Three (3) days per occurrence, which are not deducted from a
35 administrative assistant's sick leave, may be used for bereavement leave on the death of spouse,
36 child, parent, parent-in-law, sister, brother, grandchild, grandparents, grandparent-in-law, son-in-
37 law, daughter-in-law. Bereavement leave on the death of brother-in-law or sister-in-law is limited
38 to two days per occurrence.
39

40 D. All sick leave, family illness and bereavement leave will be calculated by the quarter hour.
41

42 ARTICLE XVI – LEAVE OF ABSENCE

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44
45 A. An administrative assistant desiring a leave of absence shall present in writing to their immediate
46 supervisor their request for a leave at least ten (10) days prior to the effective date, indicating the
47 reason for their request and length of time required. In case of emergency the required waiting
48 period may be waived. No leave shall be granted for longer than a six (6) month period except in
49 cases of illness. Leave of absence for other than illness may be granted at the discretion of the

1 superintendent. Any administrative assistant on leave without pay will not receive fringe benefits
2 but her/his seniority will not be impaired.

3
4 B. The granting of a maternity leave shall be in accordance with federal laws.

5
6 C. The parties agree there may be personal conditions or circumstances, which may require an
7 administrative assistant's absence.

8
9 1. At the beginning of each school year a total of three (3) paid personal/emergency leave days
10 will be credited to each administrative assistant for use at the administrative assistant's
11 discretion. Personal days will be calculated by the quarter hour.

12
13 2. Administrative assistants desiring to use such leave shall notify the principal on the form
14 provided by the board at least one (1) working day in advance of the anticipated absence,
15 except in cases of emergency. In the case of emergency, the administrative assistant shall
16 apply as soon as possible.

17
18 3. Such leave shall not be used for seeking other employment, rendering service or working
19 either with or without remuneration for themselves or for anyone else. It is further
20 understood such leave shall not be granted for the first day or the last day of the school year
21 nor on the working day immediately preceding or following a vacation period, school break,
22 unpaid leave of absence, or holiday.

23
24 D. Unused personal business days shall be added to accumulated sick leave days at the end of each
25 contract year.

26
27 E. **Court Witness:** Court appearance as a witness except when the proceeding is concerned with the
28 commission of a Circuit Court misdemeanor or felony for which the employee is finally adjudged
29 to be guilty in a court of competent jurisdiction, or when a question of subornation arises. Paid
30 leaves for jury duty will be permitted when the employee cannot be excused. (Jury stipend will be
31 subtracted from wages.)

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35 **ARTICLE XVII – INSURANCE COVERAGES**

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37 A. Insurance protection for employees working forty (40) hours per week.

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39 1. **Medical** – MESSA Choices II –full family coverage will include MESSA RX \$10/\$20
40 Prescription Co-Pay, a \$10 office visit co-pay and a \$200/\$400 annual deductible. The
41 \$200/\$400 annual deductible (January-December) is reimbursable to the employee tax
42 free, provided that the request for reimbursement is submitted within 60 days of date
43 indicated on the MESSA Explanation of Benefits form as proof of payment.
44 Reimbursement for the \$200/\$400 deductible will occur within thirty (30) days of
45 submission for reimbursement request (10% penalty after forty-five (45) days). Each
46 employee who takes this coverage will contribute \$15 monthly toward the premium cost.
47 The \$15 monthly premium contribution shall be automatically payroll deducted from the
48 employee's pay on a pre-tax basis through a qualified Internal Revenue Service Section
49 125 Plan and a Premium Only Plan.

2. **Vision** – The Board will provide full family vision insurance for each full-time employee - the MESSA VSP-2 Program.
 3. **Life** – \$25,000 for all classifications.
 4. **Dental** – The Board will provide full-time employees with full family dental insurance [MESSA Delta Dental E/007 (80/80/80)].
 5. Employees who do not require health insurance will be provided a monthly sum equal to the single subscriber premium for health insurance.
- B. Insurance protection for employees working more than twenty (20) hours but less than forty (40) hours per week.
1. For employees, hired prior to January 1, 2003, working twenty (20) hours or more, but less than forty (40) hours per week, the board will pay pro-rated premiums for medical, dental, and vision.

ARTICLE XVIII – RETIREMENT BENEFITS

- A. The Board will assume the responsibility for the payment of retirement premiums for each employee covered by the Agreement.
- B. Employees retiring, voluntarily leaving employment or permanently laid-off with at least five years of service with Whiteford School District will be compensated as follows:
1. Unused sick days at \$35.00 per day
 2. The sum will be paid directly to the employee in monthly installments of \$500.00. The final installment may be less than \$500.00
 3. The Board will provide notice of accumulated sick leave annually during the first pay period following September 1st.
- C. In the event of the death of an employee, the beneficiary or estate of the employee may elect one of the following options:
1. In monthly installments of \$400.00.
 2. In a lump sum, which will be issued within thirty (30) days of the employee's death.

ARTICLE XIX – GRIEVANCE PROCEDURE

- A. Complaints, which could become the subject of a grievance, will be referred to the appropriate supervisor for correction. If referral does not solve the complaint to the satisfaction of both parties, the complaint will be considered an eligible grievance.

- 1 B. If an employee of the Whiteford Administrative Assistant Organization believes that a grievance
2 is eligible, a written grievance may be filed with the superintendent of schools.
3
4 C. The written grievance must be specific and include:
5
6 1. The statement of the facts upon which the grievance is based.
7
8 2. A reference to the board policies, rules or sections of this Agreement which apply.
9
10 3. A statement of the relief requested.
11
12 4. The names and signatures of the employees submitting the grievance.
13
14 D. Within five (5) days, the superintendent will meet with the Whiteford Administrative Assistant
15 Organization or the employee in an effort to resolve the grievance. If the grievance is not resolved
16 within ten (10) days, it may be transmitted by the Organization to the Secretary of the Board.
17
18 E. The Board will consider the grievance at its first regular meeting following receipt. The Board
19 will hold a hearing or designate a committee to hold a hearing on the grievance. In no event will
20 final determination of the grievance be made by the Board more than twenty (20) days after its
21 submission to the Board.
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26 ARTICLE XX – WORKING CONDITIONS

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28 A. No employee shall allow relatives or friends to accompany them on the job without the specific
29 consent of the superintendent of school or the principals.
30
31 B. No employee will conduct business of the Organization during their regular working hours. With
32 the approval of the superintendent, working schedules may be shortened or adjusted to provide for
33 meetings of the Organization.
34 C. Administrative assistants shall be provided with a Whiteford School activities pass to all athletic
35 events.
36
37 D. Student detentions shall not be served in the administrative assistant's office. A designated area
38 will be provided for problem students.
39
40 E. Nothing in this contract shall prevent the Board of Education from complying with requirements
41 mandated under the provisions of the American with Disabilities Act.
42
43 F. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at
44 least twelve (12) months and worked at least 1,250 hours during the prior twelve-month (12)
45 period is entitled to twelve (12) work weeks of leave during any twelve-month (12) period
46 without pay but with group health insurance coverage maintained for one or more of the following
47 reasons:
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49 1. due to the birth of the employee's child in order to care for the child;

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2. due to the placement of a child with the employee for adoption or foster care;
3. to care for the employee's spouse, child, or parent who has a serious health condition; or
4. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice or residential medical care facility or (2) continuing treatment by a health care provider. Other mandated conditions of the Family and Medical Leave Act shall apply to leaves in this section.

ARTICLE XXI - DURATION

This Agreement will be effective November 19, 2009 and will continue in effect until June 30, 2010.
This Agreement will not be extended orally and it is understood that it will expire on the date indicated.
This Agreement may open for renegotiation at least ten (10) days before the expiration date and not later than thirty (30) days after the expiration with wages being retroactive.

Lee Lewis
Whiteford Administrative Assistants Organization

11-25-09
Date

Holly Burns
President, Board of Education

Rob Alpha
Trustee

Vice-President, Board of Education

Facey Malhotra
Trustee

Karen Miller
Secretary, Board of Education

Christine Brochoff
Trustee

Michelle Allen
Treasurer, Board of Education

11-19-2009
Date

