

MASTER AGREEMENT

BETWEEN

WHITMORE LAKE PUBLIC SCHOOL DISTRICT

AND

**WHITMORE LAKE
OFFICE PERSONNEL ASSOCIATION, MEA/NEA**

July 1, 2009 - June 30, 2012

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AGREEMENT

This Agreement is entered into in accordance with Michigan Act 336 of the Public Acts of 1947, as amended, by and between the Board of Education of the Whitmore Lake Public Schools and the Whitmore Lake Educational Support Personnel Association, M.E.A./N.E.A.

RECOGNITION CLAUSE

The Board hereby recognizes the Association as the sole and exclusive bargaining Representative for all full time and regularly scheduled part time secretaries/clerical employees, whether under contract or on leave. Such representation shall exclude all central office staff.

DEFINITIONS

Secretarial/Clerical

All persons within the school system who perform secretarial and clerical duties, excluding the above identified non-bargaining unit personnel.

Supervisory Personnel

The Board shall determine the identity of the supervisors and shall relay their identities to the employees.

Board of Education

The governing body of the Whitmore Lake Public Schools

Association

The Whitmore Lake Educational Support Personnel Association – M.E.A./N.E.A. is the bargaining agent representing the secretarial and clerical personnel of the Whitmore Lake Public Schools as defined above.

ARTICLE 1

ASSOCIATION AND MEMBER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color 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 employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan or the United States. Furthermore, the Board will not discriminate against any employee 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, collective negotiations with the Board, or her/his institution of any grievance, complaint, or proceeding under this Agreement.
- B. Nothing contained herein shall be construed to deny or restrict to any employee rights she/he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The employees shall have the right to use the school building facilities in accordance with school policies at reasonable hours for private Association meetings.
- D. Duly authorized representatives of the Association shall have the right to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Association shall have the right to use and operate school facilities and equipment, including typewriters, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. These are to be used by authorized members qualified in the use of the materials.
- F. The Board agrees to make available to the Association information concerning the financial resources of the district, proposed budgetary requirements and allocations, and such other information as is part of the public records of the school district provided, that the school district shall not be required to undertake any expense to collate or research any data which it would not prepare for its own use.
- G. Employees shall be entitled to full rights or citizenship and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee provided, that an employee shall refrain from exploiting the institutional privileges of her/his professional position to promote political candidates or partisan activities.
- H. The private and personal life of any employee shall remain inviolate. However, where any employee engages in any activity that adversely affects the public image of the Employer or

adversely affects her/his effectiveness as an employee, the Board may take such action as is appropriate.

- I. Employees shall perform their duties in a manner which will bring respect and dignity to the district and which exemplifies the highest standard of integrity and ethical behavior.
- J. The Association Secretary shall be notified in writing as soon as possible after the hiring of a new employee of said employee's name, address, phone number, and position.
- K. The Association will notify the Superintendent's Office of the names of the officers of the Association as soon after the annual election as possible, or whenever a change in officers is made.
- L. Employees are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that an employee may reasonably refuse to carry out an order which threatens physical safety.
- M. Each employee shall have the right, upon their request, to review the contents of their own personnel folder on file in the Business Office. Material initiated by anyone other than the employee shall not be placed in the employee's personnel file without the knowledge of the employee. The employee shall have the right to attach comments to any material placed in the employee's personnel file. All materials placed in the file shall be dated. Records for review shall be made available in the Business Office and shall not be removed from said office. A representative of the Association may, at the request of the employee, accompany the employee in this review. The Superintendent or his/her designee must be present at such review.

ARTICLE 2

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. The Board will withhold legally required deductions. The Board will also direct deductions through voluntary authorization for credit union, union, annuities and all other mutually agreed upon programs. Voluntary deductions specifically authorized and approved by the Superintendent shall also be withheld.
- B. Employees shall, as a condition of employment, pay membership dues to the Association or alternatively a representation service fee. The amount of the service fee shall be determined by the Association in accordance with its procedures.
 - 1. The payroll deduction of dues and service fees shall be considered required under the terms of this agreement. The Board will accordingly payroll deduct pursuant to the authority set forth in M.C.L.A. 408.477
 - 2. An employee employed the second semester will pay one-half of the dues as prescribed by the Association, MEA, NEA.

3. An employee employed after March 1 will not be affected by the Agency Shop clause for the remainder of the school year.
4. All sums deducted by the Board will be remitted as prescribed by this Agreement.

C. Indemnity Agreement: In consideration of the Board agreeing to an agency shop clause in this Agreement, the Association at all times shall indemnify and keep indemnified the Board of Education and the members thereof individually and collectively, and hold and save harmless from and against any and all actions or causes of action (whether instituted in a court of law or equity of an administrative agency), claims, demands, liabilities, loss, damage, or expense of whatsoever kind and nature including counsel or attorney's fees, which the Board of Education and the members thereof individually or collectively shall or may at any time sustain or incur by reason or in consequence of any action the Board of Education may take in good faith in complying with said agency shop clause or which the Board of Education and with any challenge, investigation, litigation, or other expenditures incident to said agency shop clause, including any suit instituted to enforce the obligations of this Agreement of indemnity.

The Association and its members may from time-to-time pay all sums of money, with interest, which the Board of Education and its members individually or collectively shall pay, or cause to be paid, or become liable to pay, on account of or in connection with such agency shop clauses or actions of the Board with its terms. The Association and its members shall make necessary payment to Whitmore Lake Public Schools when the enforcement of the statutory agency shop provisions of this Agreement lead to legal action against the Board or its designees.

In complying with this indemnity agreement, the Association shall have the right to assume the legal defense of any suit or action brought against the Board of Education and its members individually and collectively; the right to decide whether or not to defend any such actions, or whether to appeal the decision of any court or tribunal; the right to compromise or settle any claim made against the Board of Education and its members individually and collectively shall be held absolutely harmless of any loss or liability whatsoever.

ARTICLE 3

WORK HOURS AND WORKLOAD

- A. Employees' hours shall be no more than eight (8) hours per day. If it becomes necessary to extend the work day of any employee, the employee shall be compensated at one and one half times their hourly rate for the time worked.

B. An employee's normal work schedule shall be defined as one of the following:

HS Administrative Assistant/Athletic Assistant	205 days
HS Administrative Assistant	205 days
Attendance Administrative Assistant	TBD
MS Administrative Assistant	205 days
Library/Media Technician	180 days
ES Administrative Assistant	205 days
Counseling Services Specialist	TBD
Data Technician	TBD
Special Education Administrative Assistant	197
Community Education Administrative Assistant	TBD
Early Childhood Grants Administrative Assistant	TBD

By mutual agreement, the length of the assignment year may be extended. The final decision relative to such extension requests rests with the Board of Education and/or its designees.

The above outlined work days do not include the nine holidays identified by the school calendar.

The employee's annual start date shall be posted by July 15 of each year.

- C. Whenever grievance hearings or negotiations meetings are held during the regular school hours, any employee who is required to attend such hearing or meeting as a grievant, witness or Association representative, shall be paid her/his salary for such period. Otherwise the Association shall bear the cost of its personnel while on Association business. Nothing herein contained shall indicate that such hearings or meetings are required to be held during regular school days.
- D. Whenever any employee is unable to report for any reason, the employee shall give the school district the maximum advance notice the circumstances dictate.
- E. All employees shall be entitled to a duty-free unpaid lunch period of not less than 30 minutes if scheduled to work a minimum of a six (6) hour day. All employees must take their half hour lunch and stay until their ending work time.

ARTICLE 4

WORKING CONDITIONS

- A. The Association or any individual member may at any time present to the Board (through professional channels) proposals for improving the work environment of the school system. Such proposal or proposals may be a simple statement identifying a problem and requesting a conference.
- B. Employees shall have access to a lounge (teacher/staff) area and restroom facilities for faculty use.

- C. Telephone facilities shall be made available.
- D. The Employer will endeavor to provide adequate paved parking facilities.

ARTICLE 5

ASSIGNMENTS, VACANCIES AND TRANSFERS

- A. Employees shall not be assigned, except for good cause, outside the scope of their original assignment.
- B. The Board reserves the right to make such transfers and changes as are necessary for the efficient operation of the school system. However, the school district shall make reasonable effort to effect such adjustments by honoring requests for transfer and mutually satisfactory reassignments. When such reassignments are known, the employees involved will be advised.

A transfer shall be defined as a change in a bargaining unit member's building or work Assignment.

In the event of a need to implement an involuntary transfer, the following procedure shall be followed:

1. The administration shall first seek qualified volunteers from among the bargaining unit.
 2. If no volunteers are identified, then the least senior qualified bargaining unit member shall be transferred.
 3. When bargaining unit members are temporarily, involuntarily transferred to assignments which carry a higher hourly rate, the member assuming the duties shall be compensated at the higher rate for all hours worked in the assignment. When the bargaining unit members are temporarily, involuntarily assigned to assignments which carry a lower hourly rate, the member shall be compensated at their regular hourly rate for all hours worked. The maximum length of an involuntary, temporary assignment shall be one (1) year.
- C. A vacancy is defined as a bargaining unit position, or newly created position that is unfilled that the administration intends to fill.
 1. Whenever any vacancy in a position arises by virtue of a newly created position, discharge for cause, death, leave or resignation during the school year, notice of such vacancy is to be posted in all employee lounges for at least five (5) working days. During the summer months the Association shall be notified by mail at least five (5) days prior to filling the vacancy.

2. Qualified bargaining unit members shall have first rights to assignment to such vacant positions and shall have first rights to an interview for the vacant position (Such first rights shall not be construed to guarantee receipt of the assignment).
 3. Employees shall be notified of vacancies by email.
 4. All posting of vacancies shall include a closing date.
 5. The responsible administrator shall consider requests for transfer. Employees who are interested in changes of positions shall notify their principal so a list of applicants may be developed.
 6. Nothing in this agreement requires the Board to post any notice of a vacancy when there is a qualified employee on layoff who is to be recalled to said vacancy.
- D. Placement and transfer decisions shall be determined by a combination of the following factors: seniority and qualifications. Qualification considerations shall include, but not be limited to, evaluations, letters of commendation and other written administrative commentary regarding employee performance. Such other objective measures shall include, but not be limited to computer skills, bookkeeping skills and/or other skills testing as applicable to the open position, evaluation(s) and letters of recommendation.

ARTICLE 6

EVALUATION

The work of all employees shall be evaluated at least once each year. If the work of the employee is found to be unsatisfactory, the immediate supervisor shall make written suggestions for improvement. From the date of receipt of the written suggestions, the employee shall have a period of sixty (60) calendar days to improve their work performance. After sixty (60) calendar days, a follow-up observation shall be made. If this observation is found to be unsatisfactory, the employee may, within five (5) work days, request additional suggestions for improvement and another follow-up observation. This process shall not preclude disciplinary action.

ARTICLE 7

LEAVE DAYS

- A. Employees covered by this Agreement will accrue one (1) sick leave day for each twenty (20) days worked (maximum of one (1) per month). Unused days may accumulate from year to year.

An employee utilizing sick leave days shall be considered continuously employed for purpose of computing benefits under this Agreement.

Insurance benefits shall cease to be paid for eligible employees upon exhaustion of the employee's sick leave accumulation unless greater time period is required by FMLA. During all periods of unpaid absence, the employee will assume responsibility for premium payments.

Accumulated sick leave may be approved for the following reasons:

1. Illness of the employee.
2. Illness of an immediate family member.
3. Doctor appointments of the employees. Employees are expected to attempt scheduling the appointments during non-work time.
4. Employees receiving Workers' Compensation pay will have accumulated sick leave deducted on a prorated basis.

If an employee does not finish their year of employment, the used unearned sick leave shall be deducted from their final paycheck.

An employee who is unable to work because of illness or disability and who has exhausted all sick leave available shall be granted a leave of absence for up to one (1) year, and the leave may be renewed upon written request by the employee.

Whenever accidents or injuries occur during the course of employment, the involved bargaining unit member shall immediately report such event to the immediate supervisor or the Superintendent's office. Such events, when appropriate, shall also be reported to the Michigan Workers' Compensation office.

- B. Up to three (3) days shall be credited for personal business. Those employees hired after the start of a school year will have their personal days prorated (after a set date) for the remainder of the fiscal year. Requests for personal business days must be submitted seventy-two (72) hours in advance unless the employee can demonstrate an emergency exists preventing the submission of timely notice. Unused day(s) at the end of the fiscal year will be added to an employee's accumulated sick leave.
- C. Upon leaving the district, any member of the bargaining unit with eight (8) or more years of service in the Whitmore Lake School System will receive one hundred percent (100%) of their unused accumulated sick days up to seventy-five (75) days at thirty five dollars (\$35.00) per day for each full day. Less than full day shall be prorated accordingly. This amount shall be paid to the member's designated beneficiary if the member dies while in the employ of the Board.
- D. Any employee who misrepresents the facts pertaining to an absence (paid or unpaid) will be subject to discipline.

Employees may be required to supply a doctor's statement to verify the reason for an absence.

The district reserves the right to send an employee to a district-appointed physician or other qualified professional personnel, at the District's cost, if questions arise concerning an absence.

- E. All employees shall receive up to five (5) work days' leave, with pay and without deduction from sick or personal business days for death within the immediate family. For purposes here the immediate family shall be defined as spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law, grandchildren and grandparents.

Employees shall be allowed one (1) work day leave to be deducted from the employee's sick or personal business days for death outside of the immediate family.

- F. Employees called for jury duty shall be paid by the Board a sum to make up the difference between what they are paid by the court and their regular wage for the time they are required, by law, to serve. No employee shall suffer a loss of pay for serving on jury duty. An employee called for jury duty shall be paid regular wages for those days. Any compensation paid by the court to the employee shall be turned in to the Business Office for deposit in the general fund. In the event the daily compensation from the court exceeds the employee's normal daily wage, the employee shall turn into the Business Office only an amount equal to their normal daily wage. In most cases, expenses incurred in the serving of jury duty will be the responsibility of the court, the employee may present a properly receipted request for reimbursement by the district, which will be honored if approved by the Superintendent. All of the above shall apply only to days normally worked by the employee.

- G. Whenever Schools are closed to severe weather or other emergencies, the employee shall be paid their normal day's pay for time lost due to inclement weather up to the maximum allowed to the District before make up time is required by State law. Compensation for such hours will be based on the actual work schedule of the employee in relation to the time cancelled due to the inclement weather up to the District's maximum allowable amount. If the employee makes up the day at a later point during the school year and had previously scheduled a personal business or sick leave day, the leave day will be returned to the members leave bank. If the decision to close due to severe weather or other emergency is made after 5:45 a.m. and the employee has not received notification at home by that time and reports to work or is in route to work, they are entitled to two (2) hours of pay.

- H. Employees will not be required to report for work on Act-of-God days and shall suffer no loss of pay, nor be required to use accumulated leave days to cover the day in question. A partial listing of such Act-of-God days, by illustration, includes power outages, sewer back-ups or building damage which prohibits the opening of a building.

ARTICLE 8

UNPAID LEAVES OF ABSENCE

- A. An employee on a leave of absence covered in this Article, shall receive no pay or benefits for the workdays actually missed. In computing service to determine the employee's position on the salary and classification schedule, the time spent on leave shall not be

counted the same as active service. An employee shall have the right to continue insurance benefits by paying premium cost to the district under Cobra.

- B. Application for leave shall be made in writing to the employee's immediate supervisor with copies to the Association and the Superintendent.
- C. An employee may be granted a leave of absence, without pay, upon request, for a specified duration as requested up to one (1) year, for purposes of family care leave, or care of his/her newborn child, which may commence at any time prior to, during or upon recovery from disability.

An employee adopting an infant child, upon request, may be granted a child care leave of absence, without pay, for the same duration which shall commence upon the date custody of the child is awarded to the employee.

- D. An employee employed for one (1) or more years may be granted a leave of absence for up to one (1) year for any reason at the discretion of the Board.
- E. Any employee whose personal illness (including Workers' Compensation) extends beyond the time compensated under this section may be placed on an unpaid leave. The employee must provide a physician's statement reflecting the employee is unable to return to work. Upon notice from the employee's physician, that the employee is capable of returning to work and assuming his/her regular duties, the employee will be returned to his/her position. Reinstatement rights are expressly limited to a period not to exceed (1) year from the last day the employee received a paid sick leave at which time further employment rights shall terminate.
- F. An employee returning from a leave of absence one (1) year or less shall be returned to the position from which he/she left if it still exists. During the leave of absence, the employer may use substitute workers in the position. After the initial year of leave, the position shall be posted as vacant and the employee returning from leave will be placed in an available position within the classification from which leave was taken. In the event no vacancy exists, the employee shall be considered to be laid off.
- G. The Board may at its discretion grant or deny applications for extensions of leave previously granted and due to expire.
- H. Return from leaves: An employee will provide a minimum of thirty (30) working days' notice of intent to return from an absence of sixty (60) calendar days or more. An employee on a leave which will expire at the beginning of a subsequent school year must provide notice of intent to return during the preceding first week of June. Less than a sixty (60) day leave will require a minimum of five (5) working days notice of return to work.

ARTICLE 9

HOLIDAYS

- A. Employees are entitled to the following paid holidays if they fall within their work year: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve and Christmas Day,

New Year's Eve and New Year's Day, Memorial Day, Good Friday (as determined by the Administration and the school calendar) and the Fourth of July.

- B. All employees must work the last working day before the holiday and the first scheduled day after, or have an approved paid or administratively approved day off on those days to draw holiday pay. No employee shall be eligible for holiday pay while laid off or on unpaid leave.
- C. The district shall provide members with relevant professional development on Martin Luther King, Jr. Day, providing school is not in session. Members of the Association shall assist in the development of professional development planning.

ARTICLE 10

PROTECTION OF EMPLOYEES

- A. Any case of assault upon an employee shall be promptly reported to the Board of its designated representative. The Board shall provide counsel to advise the employee of their rights and obligations with respect to such assault, and shall render assistance to the employee in conjunction with handling of the incident by law enforcement and judicial authorities, provided the employee is not in violation of any published Board policy or any published administrative regulation.
- B. If any employee is complained against or sued as a result of any action taken by the employee while in the scope of their employment, the Board shall provide counsel and render all necessary assistance to the employee in their defense; provided the employee has not violated any published Board policy or any published administrative regulation.
- C. Time lost by an employee in connection with any official action in connection with job-related incident mentioned in this article shall not be charged against the employee, provided the time lost is not due to the misconduct or negligence of the employee.

ARTICLE 11

DISCIPLINE OF EMPLOYEES

- A. An employee, upon request, shall be entitled to have present an Association Representative when the employee is being disciplined or questioned regarding a matter for which there is reason to believe that disciplinary action against the employee being questioned may result from any infraction of rules or delinquency in performance.
- B. Employees shall not be disciplined, reprimanded, reduced in rank or compensation for disciplinary matter without just cause. This entails implementations of progressive discipline. Any such discipline, reprimand, or reduction in rank or compensation asserted by the Board or representative thereof shall be subject to the grievance procedure. No employee shall be disciplined in the presence of students or other employees. Information forming the basis for disciplinary action shall be made available to the employee.

- C. All complaints directed against an employee shall be promptly called to the employee's attention.
- D. Probationary employees are subject to discipline and dismissal at the discretion of the district and not subject to the grievance procedure set forth herein.

ARTICLE 12

GRIEVANCE PROCEDURE

- A. A claim by an employee or the local Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that an employee believes there is a basis for a grievance, they shall, within five (5) work days of the date of the occurrence or event which gave rise to the grievance, first discuss the alleged grievance with their immediate supervisor either personally or accompanied by an Association Representative.
- C. If as a result of the informal discussion with the immediate supervisor a grievance still exists, the formal grievance procedure may be invoked on the appropriate form and signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the immediate supervisor within ten (10) working days of the date of the informal meeting. If the grievance involves more than one supervisor, it may be filed with the Superintendent.
- D. Within five (5) work days of receipt of the grievance, the immediate supervisor shall meet with the Association's representative in an effort to resolve the grievance. The supervisor shall indicate their disposition of the grievance in writing within five (5) work days of such meeting to the Association.

Within five (5) work days of receipt of the immediate supervisor response, the member or the Association may move the grievance to the Superintendent level of the procedure. Upon receipt of the grievance, the Superintendent shall have five (5) work days to respond to the grievance.

- E. The Association may submit the grievance to binding arbitration before an impartial Arbitrator by filing a demand for arbitration with the American Arbitration Association within twenty (20) work days of the Superintendent's disposition or the deadline for the disposition.
- F. The arbitrator shall be selected according to the rules of the American Arbitration Association which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, ignore, modify, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid by the losing party.

- G. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties.
- H. If an individual employee has a grievance which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no formal grievance shall be processed without sanction of the Association, nor shall any disposition be inconsistent with the terms of this Agreement.

ARTICLE 13

MISCELLANEOUS PROVISIONS

- A. This agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall be invalid. All other provisions or applications shall continue in full force and effect.
- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees covered by this Agreement. New employees shall receive a copy of this Agreement upon employment. The Association shall receive 20 copies of this Agreement for its use.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- E. Whenever bargaining unit members are asked to use their personal vehicles for school use, mileage will be reimbursed at the IRS reimbursement rate.
- F. The Board, at its own expense, may require a yearly medical examination as a condition of employment. The Board, at its own expense, may require a medical examination of an employee whenever, in the opinion of the Board, such examination is warranted.
- G. The district may require the transmission of payroll through direct deposit, unless a person does not have a bank account.
- H. Employees shall be paid biweekly. The pay period shall be 14 days, commencing at 12:01 a.m. Monday and ending at 12: a.m. two Sundays following. If the Board transitions to a 24 pay period year for all employees, the members of the bargaining unit shall also make the transition to 24 pay periods, with appropriate pay periods to accommodate their hourly schedules.

ARTICLE 14

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, slowdown, or stoppage of work, boycott or other interruption of activities in the school system during the life of the Agreement. Failure or refusal on the part of any employee to comply with the provisions of this article shall be cause for disciplinary action by the district.
- B. The district agrees it will not lock out employee during the term of this Agreement. This provision shall not be construed to prohibit the district from sending employees home during a strike by another labor group of by the union and/or certain of its members in violation of Section A.

ARTICLE 15

RIGHTS OF THE BOARD

The Board, on its own behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

- a. Hire and contract with such duly qualified employees as may be required;
- b. The general care and custody of the schools and property of the district, and make and enforce suitable rules and regulations for the general management of the schools and the preservation of the property of the district;
- c. Establish and carry on such grades, schools, and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools;
- d. To make reasonable rules and regulations relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the schools;
- e. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work;
- f. The establishment of educational policies, the construction, acquisition and maintenance of school buildings and equipment, the evaluation, discipline, promotion and termination of employees and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees.

The Board and administrative staff shall be free to exercise all of its managerial rights and authority. The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be limited only by the specific and express terms that are in conformance with the Constitution and laws of the State of Michigan and the United States.

ARTICLE 16

LAYOFF, RECALL AND SENIORITY

- A. 1. Seniority shall be defined as the length of continuous service to the district within the bargaining unit from the employee's last date of hire.

Employee who accepts a position outside of the bargaining unit will have their Association seniority frozen.

2. Probationary employees shall not be entitled to leave days or holidays, however, upon completion of the probationary period the employee will be credited with the paid leave days (excluding holidays) which they would have earned and vacation credit if applicable. In the event a probationary employee is absent, the probationary period shall be extended accordingly.

All newly hired employees shall serve a sixty (60) work day probationary period. Days missed during a probationary period will be added back to the probationary period. There shall be no seniority granted to probationary employees, however, upon successful completion of the probationary period, the employee's seniority date shall reflect the employee's initial date of hire as a regular employee.

- B. In the event a reduction in staff is implemented, employees in positions which are eliminated shall be reassigned to the position held by the least senior person working the same number of hours, provided they are qualified. In the event no such position exists, the affected employee will be reassigned to the position held by the least senior person whose regular schedule of hours is less but most closely coincides with the affected employee's former schedule of hours, provided they are qualified.

Employees displaced through this procedure will be similarly reassigned.

This procedure will be implemented in the event of a singular reduction in hours of at least fifteen (15) minutes/day.

- C. Employees scheduled to be laid off will receive ten (10) calendar days' notice of layoff. Such notice will not apply when the layoff is necessitated by millage failures or work stoppages.
- D. Laid off employees will be recalled in the inverse order of layoff to vacancies within the classification from which they were laid off, or to classifications in which they have frozen seniority provided they are qualified. Recall rights are restricted to non-probationary

employees and only for a period of twenty-four (24) months from the effective date of layoff.

Employees will receive a minimum of five (5) calendar days' notice of recall. Such notice will be forwarded to the employee's last known address by certified mail. Failure to return shall be considered a voluntary resignation. Exceptions may be made by mutual agreement between the Association and the district.

ARTICLE 17

INSURANCE PROTECTION

- A. HEALTH INSURANCE: The Board shall make payment of premiums for full family health insurance for twelve (12) months for all employees who work a forty (40) hour work week. New employees (hired after July 1, 2009) who work less than 40 hours a week will have their benefits pro-rated. Those employees reduced by this agreement in 9/09 to 6.5 hours per day will be grandfathered in for full health benefits as previously agreed. New employees to those positions or position equivalent in hours will have health benefits or "in lieu" pro-rated equally.
1. Policy Type and Coverage: The Board shall provide with cost to the employee, Blue Care Network and dependent continuation rider.
 2. Application – Each employee desiring such coverage shall prepare and sign an application on forms provided by the district (and as necessary, the insurance carrier).
 3. The Board shall provide all bargaining unit members who do not elect Employer provided health benefits with an annual \$1420.00 per year for 2009-2010, 2010-2011 and \$1090 for 2011-2012 in cash under a qualified cafeteria plan. The cash may be retained as such or deferred into tax sheltered annuities. The parties shall mutually determine the carrier for the tax sheltered annuities and the Board shall make bi-annual (January and June) contributions on behalf of such members which will be prorated in the event of a partial year of service. Part time employees shall not be entitled to cash-in-lieu of health when they are not entitled to health benefits.
 4. All employees will pay \$330 per year (2009-2010 and 2010-2011), and \$660 per year (2011-2012) toward the cost of health insurance through payroll deduction.
- B. DENTAL COVERAGE: The Board shall provide full family dental coverage for all bargaining unit members employed for forty (40) hours or more and hired prior to July 1, 2009 and making application for access to the District's existing dental benefit program. Those employees reduced by this agreement in 9/09 to 6.5 hours per day will be grandfathered in for full benefits as previously agreed. New employees (hired after July 1, 2009) who work less than 40 hours a week will have their benefits prorated.

- C. LIFE INSURANCE: The Board shall make payment of premiums for group term life insurance protection in the amount of \$20,000 per employee that in case of death would be paid to the employee's designated beneficiary.
- D. VISION: All members shall have opportunity to have dollars payroll-deducted for the purpose of accessing the Employer's existing vision program.
- E. LONG TERM DISABILITY: The Board shall provide, at no cost to the employee, Long Term Disability Insurance. The LTD shall provide 66 2/3% of the employee's bi-weekly gross compensation. The LTD shall have a waiting period of sixty (60) days.

ARTICLE 18

STAFF DEVELOPMENT

All bargaining unit members shall have opportunity to access the district's staff development program for the upgrading of skills. All employees may make application to such training opportunity, with the final decision resting on the Board or its designee.

ARTICLE 19

JOB DESCRIPTIONS

- A. A written job description shall be given to each bargaining unit member in order to facilitate the performance of their duties and responsibilities.
- B. Job Descriptions shall be reviewed every other year in a conference with the bargaining unit member and their immediate supervisor.

ARTICLE 20

WAGE SCHEDULE & RELATED ISSUES

2009-2010 Wage freeze, 2010-2011, wage freeze and 2011-2012 *wage reopener

Position	Step	2009-10	2010-2011	2011-2012
Level 1				
Library/Media Technician	1	11.18		
	2	11.45		
	3	11.73		
	4	12.03		
	5	13.35		
	10	13.66		

Level 2				
HS/MS/ Elementary Administrative Assistant	1	11.71		
HS Administrative Assistant/Athletic Assistant	2	12.01		
Early Childhood Grants Administrative Assistant	3	12.31		
Counseling Services Specialist	4	12.62		
Data Technician	5	13.95		
Attendance Administrative Assistant	10	14.28		
Special Education Administrative Assistant				
Community Education Administrative Assistant				
Athletic Administrative Assistant				

Newly hired employees will receive fifty cents (.50) less per hour during the sixty (60) work day probationary period.

Step Progression: Unit members hired on or before December 31st, will be advanced one step on July 1st of the next fiscal year.

SCHEDULE DEVIATIONS LEVEL: Individuals on this level have been grandfathered. This schedule shall only be in effect for the individuals identified below.

2009-2010, 2010-2011, 2011-2012* wage reopener

Rita LaForest

\$16.27

MS Administrative Assistant

TRIAL PERIOD: Bargaining unit members granted a promotion will be given a trial period not to exceed thirty (30) working days and shall be placed at the same step of their previous position. If at any time within the trial period, the employee is disqualified for the job they shall be returned to the permanent job they held prior to the promotion. During the thirty (30) working day trial period, the employee shall have the opportunity to revert back to their former position. Under these circumstances of disqualification and/or voluntary reversion, the Union President will be notified when the position is reposted for external applicants.

LONGEVITY: An employee must have completed the years of full-time continuous employment within the bargaining unit listed below prior to December 1 in order to be eligible for longevity payments. Longevity payment shall be made off schedule and in the first pay in December.

<u>Years Service</u>	<u>Amount</u>
11 - 14 Years	\$450
15 - 19 Years	\$650
20 Years and over	\$850

ARTICLE 21

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2009, and shall continue in effect until the 30th day of June, 2012.

WHITMORE LAKE EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION

BY Rita A. LaFoust
Its President

DATE 2-23-10

WHITMORE LAKE BOARD
OF EDUCATION

BY Lynda A. Blake
Its President

DATE 3/8/10