

**Board of Education
Dearborn Heights School District No. 7**

And

**Central Office Administrative Assistants Association
(COAAA)**

July 1, 2014 – June 30, 2016

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DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7

ADMINISTRATIVE ASSISTANTS

AGREEMENT

This Agreement is entered into by and between the Board of Education of Dearborn Heights School District No. 7 and the Central Office Administrative Assistants Association (COAAA), hereinafter called the "Association." This Agreement is effective from July 1, 2014 through June 30, 2016.

ARTICLE I RECOGNITION

Section 1.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all employees of the Employer included in the bargaining units described in the salary schedule.

Section 2.

The Association agrees that in the event of litigation against the Employer, its agents or employees rising out of this provision, the Association will defend, indemnify and hold harmless, the Employer, its agents or employees for any monetary award rising out of such litigation.

ARTICLE II RIGHTS OF THE BOARD

Section 1.

The Association recognizes that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States, including, but without limiting, the generality of the foregoing. The Board of Education has the right to the executive management and administrative control of the school system and its properties and facilities.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and express terms of the Agreement.

Section 2.

Notwithstanding any provision of this agreement, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans with Disabilities Act (ADA) and other similar state or federal legislation.

ARTICLE III

REPRESENTATION

Section 1. Association Security

(a) All employees employed in the association, or who become employees in the association who are not already members of the Association shall, within sixty-one (61) calendar days of the effective date of the Agreement, or within sixty-one (61) calendar days of the date of hire by the Employer, whichever is later, become members.

(b) If any provision of the Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

(c) The Association agrees that it will make membership in the Association available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Association.

(d) The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Association of the name, date of hiring and Social Security number of the new employee.

(e) In the event that the Association refuses to accept any person so hired as a member, said person may continue in employment.

(f) Hold Harmless – The Association agrees that in the event of litigation against the Employer, its agents or employees arising out of this provision, the Association will defend and indemnify and hold harmless the Employer, its agents or employees for any monetary award arising out of such litigation.

Section 2. Non-Discrimination

The Employer and the Association both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices, as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

Section 3. Stewards

(a) Employees may be represented by the Chief Steward, or an Assistant Steward, as designated by the Association. In case of a Association grievance, the Association may be represented by the Steward or an Assistant Steward.

(b) The Steward, during his/her work hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with their supervisors, which arrangement shall not be unreasonably withheld. This privilege shall not be abused.

© Any new employee may be introduced to the Chief Steward before starting to work to be added to the Steward's record, or the Steward shall be supplied the following information within the employee's first week of employment: name, address, Social Security number, classification, job location and shift assignment.

(d) The Stewards, during their working hours, without loss of time or pay, may attend negotiation meetings.

(e) The Association Steward and/or Alternate Steward will be released with pay from his/her assignment to attend a local association workshop/seminar. A total of two association days per year will be allowed.

Section 4. New Jobs

(a) The Employer shall notify the Association, in writing, when new jobs or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Association in writing of such temporary job, which has been placed into effect, upon the institution of such job.

(b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Agreement. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Association may request in writing the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification and rate of pay, except as otherwise mutually agreed. When a new classification has been assigned a permanent rate of pay either as a result of the Association not requesting negotiations for a temporary classification during the specified period of time, or as a result of final negotiations, the new classification shall be added to and become a part of this Agreement.

in cases involving the use of excessive force upon a student, narcotics or other felony convictions.

(d) Compliance with the standards of conduct as contained in the Federal Drug-Free Workplace Act are mandatory.

ARTICLE V ADMINISTRATIVE ASSISTANTS RIGHTS

Section 1.

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in or association with the activities of the Association.

Section 2.

The Board specifically recognizes the rights of its Administrative Assistants to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, costs to be borne for such public agency legal assistance by the respective parties, and all other costs equally shared, exclusive of legal judgments.

Section 3.

The Association shall have the right to use school facilities on the same basis as other community organizations or groups. The Association may request the use of buildings through proper channels established by the Board of Education.

ARTICLE VI WORK LOADS AND ASSIGNMENTS

Section 1.

Administrative Assistants shall work during the hours of 7:30 am to 4:00 pm during the time that school is in session. During winter and spring vacation, Administrative assistants will work from 7:30 am to 3:30 pm. During any other non-school days, Administrative Assistants will work a shortened day (30 minutes less) provided that the administrative assistant group is responsible for maintaining office coverage (minimum of two administrative assistants) during the first and last 30 minutes of each non-school day.

During the summer months, all Administrative Assistants will work from 7:30 am to 3:30 pm. Summer hours take effect after the teachers' last day at the end of each school year and end Monday of the week before school begins each fall.

Section 2.

Administrative Assistants working less than 52 weeks a year will have salary, vacation, personal days and sick days prorated.

Section 3.

Adequate lunch, parking and telephone facilities shall be made available to Administrative Assistants.

Section 4.

All Administrative Assistants shall be entitled to a duty-free lunch period of 60 minutes and one fifteen minute relief time during the workday.

ARTICLE VII RESIGNATION AND RETIREMENT

Section 1.

Any Administrative Assistant desiring to resign shall file a resignation form with the Board at least 15 working days prior to the effective date.

Section 2.

Upon retirement or resignation, unused vacation and/or sick days shall be reimbursed at the current rate of pay. Days earned in the current year shall be prorated.

Section 3.

Upon the death of a Administrative Assistant, regardless of years of service, one-half of accumulated leave days shall be paid to the beneficiary or estate, or as prescribed by the probate court, at the Administrative Assistant's current rate of salary.

Section 4.

Sick days, longevity, personal days and vacation will be prorated in cases of failure to complete the contract year for any reason (retirement, leave of absence, resignation or death).

ARTICLE VIII SENIORITY

Section 1.

In this Agreement, seniority refers to seniority within this Agreement only.

Section 2.

Seniority and qualifications shall prevail in the lay-off and rehiring of employees. In reducing the working force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off; provided that the particular work done by the employee and the length of service of said employee shall be considered to be determining factors. In returning to work, the last employee laid off shall be the first employee rehired. Prior to such action, the Association shall be contacted and consulted. If a secretary resigns from the District and later is rehired all previous seniority is lost.

Section 3.

Any employee to be laid off shall be given a three-week notice in writing. Notice of recall shall be sent to the employee by certified mail, return receipt requested. If an employee fails to report for work within seven (7) working days of mailing of notice of recall, he/she shall be considered to have resigned. Employees will be subject to recall for a two year period of time. Employees on layoff will be called for bargaining association work before non-association employees are called.

Section 4.

The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of all the Administrative Assistants. The Board agrees to post all classified vacancies or positions for a period of (3) working days within the association, before external posting.

Section 5.

In the event an employee desires to transfer to another position within the bargaining unit, she/he will make a written transfer request to the Employer. The Employer will carefully consider the employee's seniority, previously proven qualifications and ability, before the hiring of any new employees for the position. If any such transfer is granted, a probationary period of sixty (60) working days will be required as per Article VI, Section 6. If the employee is unsuccessful in the new assignment, he/she will be returned to the position from which he/she was transferred.

Section 6.

All employees hired by the Employer shall be considered probationary employees for a period of sixty (60) working days, from and after their respective hiring date. During the probationary period, the Employer may, without recourse to the grievance or arbitration procedures contained in the Agreement, discharge or discipline any such probationary employee. Days absent shall not count toward the sixty (60) day probationary period. Probationary period may be extended thirty (30) days if mutually agreed upon.

Section 7.

In the event an employee desires to apply for a position outside the Association, he/she will submit a written request to the Employer. If the request is granted, the transfer of the employee shall be a permanent one and a probationary period will be served as prescribed by the applicable Association contract. Seniority in the Administrative Assistants Association will be frozen and will not increase while the employee is working in another bargaining unit. The employee will not have bumping rights for returning to the Administrative Assistants Association, but may apply for any posted vacancies. If approved to return to the Administrative Assistants Association, seniority will begin to accrue from the point where it was previously frozen.

Section 4.

1. If the Association is not satisfied with the last step of the grievance, the association may elect to notify the Employer of its intent to proceed with grievance arbitration.
2. Upon receiving such a notice in writing from the Association, the parties shall attempt to mutually select an arbitrator.
3. If the attempt to mutually select an arbitrator has failed, the Association may submit a demand for arbitration to the American Arbitration Association (AAA). An arbitrator shall thereafter be selected in accord with AAA rules which shall likewise govern the arbitration proceeding.
4. Neither the Employer nor the Association shall be permitted to assert in any arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party.
5. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
6. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer.
7. The parties shall be bound by the award of the arbitrator. However, judgment thereon may be entered in any court of competent jurisdiction.

ARTICLE XII

LEAVE OF ABSENCE

Section 1.

Any Administrative Assistant whose personal illness extends beyond the period compensated under Article XVI shall be granted a leave of absence not to exceed one year without pay. Medical insurance benefits will continue to be paid for up to a maximum of six (6) months by the Employer for leaves due to verifiable illness. Seniority will be accrued for a maximum of (1) year for sick leave only.

An employee returning from a leave of absence of one (1) year or less shall return to the same position he/she had prior to the leave if it still exists.

An employee returning from a leave of absence of more than one (1) year duration shall be placed in an open position for which he/she is qualified. If there is no open position, the employee with the lowest seniority shall be laid off to make room for the returning employee, as specified in Article VIII, Section 2.

An employee returning from a leave of absence shall notify the Superintendent of such fact no later than thirty (30) calendar days prior to the expiration of that leave.

spouse; a significant change in health coverage attributable to the spouse's employment; or other as deemed acceptable by the employer.

The health care protection is to be provided to employee's immediate family and other single eligible dependents as defined by the United States Internal Revenue Service.

As required by law or the insurance carrier, employees may be required to submit an affidavit certifying that they are not covered under any other employer-sponsored group health insurance program before health insurance will be implemented by the Board.

An open enrollment period shall be provided.

Subject to the terms of the insurer, a Plan B participant may convert to Plan A if a change in insurance needs results from: marriage/divorce; birth or adoption of a child; death of the employee's spouse; a change in the employment status of the spouse; a significant change in health coverage attributable to the spouse's employment; or other as deemed acceptable by the employer. The participant will not receive a stipend for the month in which the change in insurance coverage takes effect.

The health care protection is to be provided to employee's immediate family and other single eligible dependents as defined by the United States Internal Revenue Service.

Employees shall have benefits terminated on the last day of the month following termination of employment.

Section 2.

The Board of Education shall provide, without cost to the Administrative Assistant, group life insurance protection, which shall pay to the Administrative Assistant's designated beneficiary the sum of \$40,000.

Employees who have Board-approved term life insurance, as provided through the health insurance plan, have a 30 day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within 30 days of their last day of employment.

Section 3.

The Board of Education shall provide to all Association members a "Managed Sick Leave Program" with benefits beginning at the end of the accumulated sick days, at the rate of 70% of contractual salary continuing up to the end of the contract. Benefits shall continue beyond the contract year at a rate of 60% of the employee's regular rate of pay for the period of disability, but never beyond the age of sixty-five (65).

The Board shall provide the above program during the length of this contract and within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policyholder.

Section 4.

The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations set forth by the insurance carrier(s).

ARTICLE XIV

WORKERS' COMPENSATION

Section 1.

Any Administrative Assistant who is absent because of an injury or disease compensatable under the Michigan Workers' Compensation Law may receive from the Board the difference between the allowance under the Workers' Compensation Law and her regular salary for a maximum period of one year by prorating unused sick days. All Workers' Compensation checks are to be submitted for a photostat copy.

Section 2.

In the event of illness or accident, fringe benefits will be paid by the employer for one (1) year.

ARTICLE XV

HOLIDAY PAY

Section 1.

Regular full-time employees shall be paid for eight (8) hours pay at the straight time daily rate for the following holidays: Monday Mid-Winter Break, Martin Luther King Jr's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, and all weekdays occurring between Christmas Day and New Year's Eve. **Two floating holidays in conjunction with other holidays.**

Section 2.

When a holiday falls on a weekend during the school year, an Administrative Assistant will receive a day off in lieu of the holiday at the mutual agreement of the Employer and the Association.

Section 3.

If any work is preformed on the above named holidays, the employee shall be paid double time the regular rate for hours worked in addition to the eight (8) hours of gratuity holiday pay.

Section 4.

In the event a named holiday falls within the employee's vacation period, he/she shall be granted a day in lieu of that holiday.

Section 5.

In order to qualify for eight (8) hours of straight time pay for a holiday not worked, the employee must work the scheduled work day before or after the holiday, except in proven cases of illness or unless the absence is mutually agreed to.

ARTICLE XVI

SICK LEAVE DAYS

Section 1.

In order to be eligible for vacation and sick leave time, an employee must work a minimum of eleven (11) days per month. Days taken for vacation, holidays and sick leave time count as days worked.

Section 2.

At the beginning of each contract year, each bargaining unit member shall be credited with 10 sick days and 4 personal days.

Section 3.

A bargaining unit member who is absent more than five consecutive working days shall secure a certificate from a medical doctor stating the date of illness/injury; diagnosis; and a date for the return to work.

Section 4.

To qualify as a sick day, the employee who must be absent from work will notify the Substitute Caller in a timely manner.

Section 5.

The employee is required to complete an Absence Form after each sick day.

Section 6.

The employer agrees to pay the employee for each unused sick day by June 30th of each year at the rate of \$75 per day for 0 to 7 unused sick days; \$100 per day for all unused sick days if 8 or more unused days remain at the end of the year.

Section 7.

All unused personal business days shall be converted to sick days for payout purposes at the end of each year.

ARTICLE XVII

DEATH IN FAMILY

Section 1.

For regular scheduled working days lost due to a death in an employee's immediate family, an allowance of five (5) days will be given at the employee's regular rate of pay to attend funeral services for the following family members: mother, father, mother-in-law, father-in-law, wife, husband, natural children, adopted children,

and step-children. Three (3) days shall be granted to attend funeral services for grandmother, grandfather, grandchildren, brother and sisters. One day for brother-in-law, sister-in-law, daughter-in-law, son-in-law. If additional days are required to attend the funeral, it is permissible to deduct these days from the personal leave days, upon approval. Proof of death may be required prior to disbursement of bereavement days.

ARTICLE XVIII

VACATIONS

Section 1.

Vacation days will be mutually agreed upon by the employee and the employer.

Section 2.

The Vacation schedule is as follows:

1-4 years	10 days
Beginning of 5-9 years	15 days
Beginning of 10 + years	20 days

Beginning at 21 years, employees will receive one additional vacation day per year of service up to a maximum of 25 days.

Newly employed Administrative Assistants shall have their vacation schedule prorated the first year. Vacation days will be taken after June 30th of the year in which it was earned.

Section 3.

If an employee becomes ill and is under the care of a licensed physician during his/her vacation, he/she will be permitted to reschedule her vacation and days of illness will be deducted from his/her sick leave days. In the event her incapacity continues through the year, she will be awarded payment in lieu of earned vacation.

Section 4.

An employee will be compensated for unused vacation days in the following manner:

- a.) A maximum of five unused vacation days may be carried over to the succeeding year. AND/OR
- b.) The employee may elect to be compensated to a maximum of ten days at his/her current rate of pay.

ARTICLE XIX

COMPENSATION

Section 1.

The salaries of employees covered by this Agreement are set forth in Article XX that is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during this agreement.

Section 2.

The rates of pay shown in Article XX are based on full-time employment in the specified positions. Any permanent Administrative Assistant working less than full time shall have his/her salary prorated.

Section 3.

Time and one-half will be paid for all hours worked in excess of forty (40) hours in any one week, subject to prior approval of the supervisor (note: vacation, holiday and personal business days will count as hours worked for overtime purposes). Time and one-half will be paid for work on Saturday and double time for work on Sunday or Holidays. If comp-time is chosen in lieu of payment, the comp time will be issued at one and one half times the regular rate. Any earned comp time that is not used by June 30 of each year will not be carried over.

Section 4.

Any Administrative Assistant, when attending any meeting or conference at the request of the Employer or for the purpose of presenting legitimate grievances, will not lose any salary compensation if the meeting is called and agreed to by the Employer representative for a period during the employee's regular working hours.

Section 5.

Administrative Assistants shall become eligible for longevity benefits as it indicated in the following schedule.

At the beginning of 8 years of service = \$375.00

At the beginning of 13 years of service = \$475.00

At the beginning of 18 years of service = \$575.00

All longevity payments will be made in June after the entitled year has been reached.

Leaves of absence for which no pay is granted shall not be counted in arriving at longevity.

Except for the first year of service, secretaries working a portion of the fiscal year shall have their longevity prorated.

The amount of longevity benefits will be paid upon severance. In case of death, the earned amount will be paid to the beneficiary. If a employee has been found guilty of a criminal act involving the school district, this article shall not apply.

Section 6.

Anyone employed during this contract period who resign, retires, or is laid off shall be entitled to receive retroactive pay when said contract is settled for days worked during said contract period.

ARTICLE XX

SALARY SCHEDULE

<u>Step</u>	<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u>
1	\$17.40	\$17.40	\$17.40
2	\$18.52	\$18.52	\$18.52
3	\$19.67	\$19.67	\$19.67

B. Signing Bonus

An early signing bonus of \$500 shall be paid to each unit member in July of 2005. All employees must utilize direct deposit.

C. Equity payment

Beginning with the 2006-07 school year; no later than June 30 of each school year where the previous year's finalized district fund balance is equal to or greater than twenty percent (20%) of the district's operating budget for that year, the employer agrees to pay each employee a lump sum equity payment of five hundred dollars (\$500).

ARTICLE XXI

RETIREMENT

Retirement benefits are covered by Michigan Public School Employees Retirement System (MPSERS).

ARTICLE XXII

VISITATION

Upon request by the Association and the presentation of proper credentials, Officers or accredited Representatives of the Union shall be admitted to the Employer's premises during working hours for the purpose of ascertaining whether or not the Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided that said observation shall not disrupt orderly operation.

ARTICLE XXIII

MAINTENANCE OF CONDITIONS

Wages, hours, benefits and other conditions of employment legally in effect at the execution of this Agreement shall, except as modified herein, be maintained during the term of this Agreement.

ARTICLE XXIV

JURY DUTY

Administrative Assistants who are required to serve on jury duty will receive full pay during the period of such service, subject to prompt remittance to the Employer of an amount equal to the compensation paid them for such jury duty, excluding mileage compensation.

ARTICLE XV

TUITION REIMBURSEMENT

Employees will be reimbursed their tuition costs for classes that have been approved by the Employer.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2014, and continue in effect until 30th day of June, 2016.

Wage and Benefit Re-Opener for- 2014-2015, 2015-2016

New Provision

This provision shall be construed consistent with PA4 in that an emergency manager under the Local Government and School District Fiscal Accountability Act shall have the full authority to reject, modify and/or terminate the collective bargaining agreement in whole or part under the Local Government and School District Fiscal Accountability Act.

THE BOARD OF EDUCATION OF
~~DARRBOROUGH HEIGHTS SCHOOL~~
~~(DISTRICT) NO. 7~~

CENTRAL OFFICE
ASSISTANTS ASSOCIATION

President

Steward

Secretary

Steward

Chief Negotiator

**Board of Education
Dearborn Heights School District No. 7**

And

**Central Office Administrative Assistants Association
(COAAA)**

July 1, 2014 – June 30, 2016

