



Adrian Administrative Assistants

Agreement between the Board of Education
of the School District of the City of Adrian and
the International Union of Operating Engineers,
Local #324

July 1, 2017 - June 30, 2020

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ARTICLE I - PURPOSE

- I. It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to insure true collective bargaining, and to establish standards with regard to wages, hours, and other terms and conditions of employment.

ARTICLE II - UNION RECOGNITION

- I. Union Recognition
 - A. The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with regard to wages, hours, and other terms and conditions of employment.
 - B. The term "Employee" as used herein shall include all Administrative Assistants and Clerical Employees, but excluding all Confidential Employees, Supervisors, and all other employees.
- II. All employees will use direct deposit. Forms will be available in the Business Office or on the District website.
- III. The District has the option to move to a bimonthly pay cycle instead of a bi-weekly pay cycle. If and when the board decides to make this change, any reference to 26 will be adjusted to 24 as it relates to pay. The District would provide a minimum of 60 days' notice to all employees, and would only change at the beginning of a contract year.

ARTICLE III - RIGHTS OF THE BOARD OF EDUCATION

- I. There is reserved exclusively to the Board all responsibilities, powers, rights and authority invested in it by the laws and Constitution of Michigan and United States or which have been heretofore properly exercised by it excepting where expressly and in specific terms, limited by the provisions of this Agreement.

ARTICLE IV - NON-DISCRIMINATION

- I. The Board and the Union both recognize their responsibilities under Federal and State laws pertaining to non-discrimination in employment. 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, sexual preference, marital status, disability, veteran status or national origin.

ARTICLE V - VISITATION

- I. Upon request by the Union, and the presentation of proper credentials, officers or accredited representatives of the local Union (Local 324) shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided that said observation shall not disrupt orderly operations.

ARTICLE VI - STEWARDS

- I. The employees shall be represented by a Chief and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be made known to the Board in writing.

Reasonable arrangements may be made to allow the Chief or Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings after making proper arrangements with their supervisor.

During the Chief Steward's term of office, that employee shall be deemed to head the seniority list for the purposes of layoff and recall only, provided that employee is qualified to do the required work. Upon termination of the Chief Steward's term, the employee shall be returned to the regular seniority status.

The Board shall supply the Chief Steward the following information within a newly hired employee's first week of employment: name, date of hire, address, classification and job location.

- II. Union Leave

Unpaid leave for the Union Steward and Alternate Steward to attend Union conferences, workshops and seminars will be granted for up to the equivalent of five (5) workdays. Such leaves may be charged, at the option of the employee, to the employee's personal business leave. Notice for use of Union leave will be given to the immediate supervisor and the Human Resource Department.

ARTICLE VII - LABOR-MANAGEMENT COMMITTEE

- I. During the life of this Agreement, a Labor-Management Committee may be formed for the purpose of resolving potential grievances, addressing concerns, discussing new approaches, concepts, programs prior to implementation, and to be updated on the programs, trends, new laws, etc. which could impact the Administrative Assistants. The Union will provide representation from the Chief Steward or Alternate Steward along with the following divisions: one (1) elementary, one (1) middle school, and one (1) high school.

ARTICLE VIII - SAFETY PRACTICES

- I. The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work in accordance with the Michigan Occupational Safety and Health Act.
- II. The employee will notify the Board in writing of any such job hazard, as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Board, upon written notification of an alleged unsafe condition, shall investigate such condition and shall be expected to make adjustments in such condition if, in the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee.
- III. Investigation of the alleged unsafe condition by the Board will be conducted by the immediate supervisor. The immediate supervisor may, if deemed necessary, request help in the investigation

from Human Resources. Human Resources, when requested by the Union, will investigate the matter and render a ruling. The Union may request a further investigation to be conducted, composed of the Human Resources Director, a Business Representative of the Union, the immediate supervisor or supervisors originally involved, a member of the Central Office staff, and, if requested, a local authority in safety standards. If the matter is still in dispute after the committee finding, an immediate ruling is to be sought from the Bureau of Safety and Regulations, Department of Labor. This ruling is binding on all parties. If said ruling cannot be secured from the appropriate State agency within ten (10) calendar days, the matter will be processed directly to Step Four (C) in the Grievance Procedure.

- IV. Employees recognize their responsibilities to comply with all applicable health and safety regulations that have been given to them in writing and further, recognize that failure to comply with said rules and regulations will subject the employee to disciplinary action, including discharge.

ARTICLE IX - JURISDICTION

- I. Work performed by non-bargaining unit personnel shall be performed as has been the case historically, but all such work performed shall in no way affect the employment status of the employees covered by this Agreement, nor shall such non-bargaining unit work be performed to avoid the payment of overtime. Examples of non-bargaining unit work would be such as:
- A. Teachers preparing classroom materials
 - B. Students assigned to an office as part of their student requirements
 - C. Work performed by Administrators

ARTICLE X - CONTRACTUAL WORK

- I. The right of contracting or subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members, nor shall the use of contracting or subcontracting result in the reduction of the present work force as is now in effect, nor in the event of the extension of service shall contracting or subcontracting be used to avoid the performance of work covered under this Agreement.

ARTICLE XI - SENIORITY

- I. A newly hired employee shall be on a probationary status for ninety (90) calendar days, taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) calendar days probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the employee or the Union. Probationary employees who are absent on scheduled work days, or who serve their probationary period during the non-school period in which the job is not operative, shall work additional days equal to the number of days that the job was not operative, and such employee shall not have completed the employee's probationary period until these additional days have been worked.
- III. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire.

- IV. In the event that the Board determines that it is necessary to reduce the number of employees through the layoff procedure, the affected employee or employees shall be given a minimum of six (6) work calendar weeks* written notice prior to the date that the layoff is to be effective. *Work calendar weeks are weeks that the affected employee(s) is scheduled to work per their contract calendar year.
- A. If a layoff occurs for any reason and probationary employees are employed, they shall be the first to be laid off.
 - B. Non-probationary employees shall be laid off and recalled according to their qualifications and seniority. An employee on scheduled layoff shall have the right to displace a lesser seniored employee provided the more seniored employee has been determined to be qualified to perform the duties of the less seniored employee. Any full-time (minimum of 30 hours per week) employee may displace any part-time (less than 30 hours per week) employee provided he/she meets the same criteria as listed above.
 - C. When a non-probationary employee is laid off, a meeting shall be held with the Labor Management Committee for the purpose of reviewing the job responsibilities and qualifications of the laid off member. Only members who are more seniored than the laid off employee may serve on the Labor Management Committee.
 - D. The Labor Management Committee shall submit a recommendation as to what position(s) the laid off employee is eligible and qualified for.
 - E. Once the position(s) is/are identified, the laid off employee shall be placed in the position if only one position is identified, or be allowed to bid on the positions if more than one has been identified.
 - F. The displaced employee shall then follow the same procedure as described in "c", "d", and "e" until the process reaches closure which will result in either further position displacement or a permanent layoff.
 - G. When a member is laid off involuntarily, their seniority shall continue to accrue for a maximum of five (5) years. If the member is recalled during this time period to a comparable position within the unit and refuses the recall, he/she loses all seniority rights.
 - H. When a member is laid off and chooses to waive their seniority rights in the bumping process and opts for a voluntary layoff, the member's seniority and bumping rights shall be frozen at the time of layoff. The member's recall rights will be preserved for a maximum of five (5) years from the time of the layoff. Should the member refuse a recall to a comparable position *, he/she will lose all seniority rights at that time. *(A comparable position shall be a position of equal/greater hours per year that the member was previously assigned prior to layoff.)
- IV. An employee will lose their seniority for the following reasons:
- A. The employee resigns
 - B. The employee is discharged for cause, and such discharge is not reversed through the Grievance Procedure.
 - C. The employee retires.

- V. For sixty (60) calendar days, seniority shall be retained within the bargaining unit for an employee who transfers to a position outside of the bargaining unit, within the school district, with that employee having the right to exercise the seniority that they had earned while they were a member of the bargaining unit, and return to the bargaining unit, to their former position only, in the event that the employee vacates such position outside the bargaining unit, or is transferred back to the former bargaining unit by administrative directive.
- VI. An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about October 1st of each year. Such list shall contain each employee's name, date of hire, job location and classification. Seniority in classification shall be as of the date of entry into classification.

ARTICLE XII - PROMOTIONS AND TRANSFERS

I. Vacancies and Newly Created Positions

- A. Notice of all vacancies and newly created positions which occur when school is in session shall be posted electronically and posted through district email within ten (10) working days from the date of vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position.
- B. In the event that a new position is established, or a vacancy occurs when school is not in session, the Board shall notify each employee who is covered by this Agreement, who is not working during the time period that the new position is established, or that the vacancy occurs, within ten (10) working days from the date of the vacancy, or the establishment of the new position as to the position being open. Such notification by the Board shall be sent through email.
- C. The New or Vacant job Notice shall contain the following:
1. Type of work
 2. Job location
 3. Starting date
 4. Hours per day
 5. Classification
- D. When a vacancy exists, or a new position is created, the Board and the Union recognize that the vacancy or newly created position may represent, depending upon an employee's existing classification, a promotion, a demotion, or a lateral transfer. In the event an employee is bidding for a job, the Board will promote the senior employee bidding, providing the employee has the skills, qualifications, a positive evaluation, and nothing higher than a verbal warning in discipline, necessary to that classification or the newly created position.
- E. A newly promoted or transferred employee shall serve a probationary period of sixty (60) calendar days in the open position at the proper rate of pay for the new position. During that probationary period, the employee may elect to return to the employee's former position, or, in the event that the employee's work performance is unsatisfactory to the Board, the Board shall have the right to return the employee to the employee's former position; the Board shall notify the employee in writing as to the reason or reasons as to why the employee's work performance was unsatisfactory.

II. Temporary Vacancies

- A. In the event of a temporary vacancy the Board shall have the right to hire a temporary employee during the duration of the vacancy, provided the Board offers the job to an existing employee who is working fewer hours within that classification and who is qualified to fill the temporary vacancy. If an existing employee, working fewer hours in the same classification, accepts the temporarily vacated position, the newly hired employee shall fill this temporary vacancy. Temporary vacancies are deemed to be temporary as long as the regular employee is off the job, but is due or scheduled to report back to the regular work assignment. In the event that it is determined that the regular employee will not be returning to the employee's regular job, that position will then be considered to be vacant, and will be filled as specified under the terms of this Article.

III. Temporary Transfers

- A. Any employee temporarily transferred from their classification to another classification within the bargaining unit shall either be paid the rate of the position from which the employee is transferred, or the rate of the position to which the employee is transferred, whichever is higher.
- B. Temporary transfers shall be for a period of no longer than ninety (90) calendar days, except in the event that both parties mutually agree to an extension of the ninety (90) calendar days time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the ninety (90) calendar days, the position shall then be considered an open position and posted for bidding from interested employees.

ARTICLE XIII - NEW JOBS

- I. The Board shall notify the Union in writing when new jobs 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 Board shall place into effect a new classification and rate of pay for the job in question, and the classification and pay rate shall be designated as temporary. The Board shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.
- II. 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 Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Board 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, except as otherwise mutually agreed. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification and rate of pay shall be added to and become a part of Appendix A of this Agreement. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to Step Four of the Grievance procedure within five (5) working days of the date of the meeting with the Board's representative.

ARTICLE XIV - DISCIPLINE-DISCHARGE

- I. Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the employee in writing. The employee shall have the right to defend against any and all charges. When the Board feels disciplinary action is warranted, such action must be initiated within five (5) working days of the occurrence of the condition giving rise to the action, or within five (5) working days of the date that the Board first became fully aware of the conditions giving rise to the discipline. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action, but not restricted to these, are the following: drunkenness, dishonesty, use of controlled substances, insubordination, or willful violation of agreed upon Board rules.

- II. An employee may be dismissed, suspended or disciplined pending investigation and if the dismissal, suspension or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights and all fringe benefits that the employee would have earned during the dismissal or suspension period. If the dismissal is upheld, or the suspended employee is not reinstated through the Grievance Procedure, the employee shall be deemed dismissed as of the date that such action was taken. No suspension shall be effective for a period of time longer than the next regularly scheduled Board of Education meeting, or no longer than fifteen (15) working days from the date of the suspension, whichever is greater, without prior approval of the Board of Education.

- III. The Union, with specific written consent of the employee, shall have the right to review the contents of the personnel file of any employee within the bargaining unit, upon making the request to the Administration of the Board. An employee, upon making request, shall have the right to review the contents of their own personnel files maintained by the Board. Such review of personnel files must be done in the Board of Education Offices under the supervision of a designated school employee.

ARTICLE XV - LEAVE OF ABSENCE

Request for Leave. All requests for paid or unpaid leaves of absence shall be in made in writing to Human Resources. The request will state the reason for the leave request and the duration of the requested leave. The employee will be notified of Board action on the request in writing with a copy sent to the Chief Steward.

Leaves of absence may be granted at the discretion of the Board for reasons other than those listed below when they are deemed beneficial to the employee and the Board.

Accrual of Seniority. An employee who meets all of the requirements for a leave of absence shall be granted a leave of absence without pay, and shall accumulate seniority during the leave of absence, and the employee shall be entitled to resume the employee's regular seniority status and all recall rights.

Personal Illness. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work and has exhausted all means of allowable compensation from the Board, shall be granted a leave of absence which shall not exceed three (3) years, provided the employee promptly notifies the Board of the necessity of such leave within two (2) weeks from the date that the employee would require the leave, and provided further, that the employee provide Human Resources with a written statement from a medical or osteopathic doctor of mutual choice of the necessity for such absence and for the continuation of such absence when the same is requested by

the Board and notify Human Resources by April 1st of each year if the leave is to continue into the next school year.

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

Immediate Family Illness. Leaves of absence may be granted for a specified period for an employee to care for a seriously ill immediate family member. Immediate family is defined by the Family Medical Leave Act (FMLA).

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

Educational Leave. Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

Military Duty. The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the Uniformed Services Employment and Reemployment Rights Act and any other applicable law. After employee submits a prompt application for reemployment, the Board is required to reinstate employee in the position that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits..

National Guard/Reserves. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for the purpose of handling an emergency situation, providing such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty. The leave request shall include the dates showing when the military leave will begin and end. The leave request should also include a copy of military orders indicating when employee is required to report to duty.

Union Office. Any employee in the bargaining unit who is either elected or appointed to full-time position or office in the Union, whose duties require the employee's absence from work, shall be granted a leave of absence for the term of such office or position for a maximum of three (3) years.

Worker's Compensation. The District may offer a voluntary option of "light duty" work or a restructured work assignment while the employee is recovering on worker's compensation. This re-assignment would be of a temporary duration and would require the employee to perform the essential functions of the assignment. This option may be offered to a member of this unit or it may be offered to a non-union member that may be able to help with this unit's work, with approval from both the Human Resource Director and the Union Steward.

ARTICLE XVI - GRIEVANCE PROCEDURE

I. Definitions

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- B. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays, but shall not exclude any non-school session days.
- C. The time elements in the steps may be shortened, extended or waived upon written mutual agreement between the parties.
- D. Any employee or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or the Union, as the case may be, first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement. Working days continue even though the work year ends for the grieving employee(s).
- E. Any grievance which is not appealed within the specified time limits set forth in that step level of the Grievance Procedure, shall be considered to be settled on the basis of the decision rendered at the previous step level of the Grievance Procedure. The failure of the Board, at any step level of the Grievance Procedure, to communicate the decision of the grievance in writing to the Union within the prescribed time limits set forth in that step level of the Grievance Procedure, shall require that the relief requested by the Union be granted.

II. Step One

- A. Any employee having a grievance shall discuss the grievance with the employee's immediate supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the Chief Steward to discuss the grievance.
- B. The Chief Steward then may submit the grievance in writing to the immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Chief Steward shall sign the grievance.

III. Step Two

- A. The immediate supervisor shall then, within two (2) working days, meet with the Chief Steward and the employee to discuss the grievance.
- B. The building principal shall then give a decision in writing relative to the grievance within five (5) working days of the meeting with the Chief Steward and the employee.

IV. Step Three

- A. Any appeal of a decision rendered by the building principal shall be presented in writing within five (5) working days from Step Two (b) above, to the Human Resources Director,

stating the reason or reasons why the decision of the immediate supervisor was not satisfactory.

- B. The Business Representative of the Union shall meet with the Human Resources Director, the Chief Steward, and the grievant to discuss the grievance within five (5) working days of its written submission to the Human Resources Director.
- C. The Human Resources Director shall give a decision in writing, relative to the grievance, within five (5) working days of the meeting with Representative of the Union.

V. Step Four

- A. Any appeal of a decision rendered by the Human Resources Director shall be presented in writing to the Superintendent of Schools within five (5) working days of the receipt of the decision rendered by the Human Resources Director.
- B. The appeal shall be in writing and state the reason or reasons why the decision of the Human Resources Director was not satisfactory.
- C. The Superintendent of Schools or designee shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal.
- D. The Superintendent of Schools shall give a decision in writing relative to the grievance within five (5) working days of the meeting with the Business Representative of the Union.

VI. Step Five

- A. If the decision of the Superintendent of Schools or designee is unsatisfactory, an appeal must be presented in writing within five (5) working days from the date of receipt of the decision rendered by the Superintendent of Schools to the Board of Education.
- B. The written appeal must state the reason or reasons why the decision of the Superintendent of Schools was unsatisfactory.
- C. The Board of Education, or a Committee of the Board, shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days from the date of the receipt of the appeal.
- D. The Board of Education shall give their decision in writing relative to the grievance within five (5) working days of their meeting with the Business Representative of the Union.

VII. Step Six: Arbitration

- A. In the event that the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education the grievance may be submitted to arbitration. Written notice of the intent to process the grievance to arbitration shall be served on the Human Resources Director within the specified time period as required to process the grievance to arbitration.
- B. The appealing party shall request the American Arbitration Association to submit a listing of

seven (7) persons to both parties. The Representatives of the Employer and the Union shall return the listing of the seven (7) potential arbitrators to the designated mailing address of the American Arbitration Association within the specified time period, as is furnished to the parties by the American Arbitration Association. Each party, upon returning their listing of potential arbitrators to the American Arbitration Association, shall indicate as to their preference of the arbitrator, by the numbering of said arbitrators, one (1) through seven (7). The American Arbitration Association shall assign one (1) of the persons on the submitted list as the Arbitrator or in the event that only one (1) of the parties returns their listing within the specified time period, the American Arbitration Association shall assign the arbitrator from the listing, based on the highest preference of the party that did return their listing within the specified time period. In either of these instances, both of the parties shall accept that person as the Arbitrator.

- C. The Arbitrator, the Union, or the Board may call any person as a witness in any arbitration hearing.
- D. Each party shall be responsible for the expenses of the witnesses that they may call.
- E. The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of the parties hereto.
- F. The fees, expenses and filing fees of the Arbitrator shall be paid solely by the non-prevailing party.
- G. The Arbitrator shall render his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- H. The decision of the Arbitrator shall be final, conclusive, and binding upon all Employees, the Employer, and the Union.

ARTICLE XVII - WORK CALENDAR

I. Work Calendar

Work will be performed according to the original school calendar and issued work calendar including holidays.

Administrative Assistant – Elementary and HS Attendance Office

Work year consists of 202 work days and 10 paid holidays for a total of 212 days.

Administrative Assistant - Middle School and HS Counseling Office – Work year consists of 220 work days and 10 paid holidays for a total of 230 days.

Administrative Assistant - High School (Main Office) – Work year is July 1st through June 30th. Twelve month work year with 11 paid holidays.

Administrative Assistant - Athletic Office - Work year consists of 202 work days and 10 paid holidays for a total of 212 days.

Administrative Assistant - Adult Education – Work year consists of 200 work days and 10 paid holidays for a total of 210 days.

- A. For less than twelve (12) month administrative assistants, the work year calendar shall be based upon the school year.
- B. For any less than twelve (12) month administrative assistants, in case of a change in the reporting date of an employment year, the Employer shall, by certified mail or other provable means of delivery:
 - (a) Give at least two (2) weeks' notice if the date is earlier than previously set or postponed.
- C. In case of a change of terminal date of an employment year for any less than twelve (12) month personnel, the Employer shall:
 - (a) Give at least two (2) weeks' notice if the year is to be extended or shortened.
- D. The administrative assistant and his/her supervisor may mutually agree to reschedule up to 5 days of the employee's work year for better management of the workload at the worksite. Days may be rescheduled within current work year. Special circumstances which require a substitute must be approved in advance by the Principal and Human Resources. Both parties must agree to this plan voluntarily and the change must be submitted in writing to Human Resource Services.

II. Work Hours

The offices will be open to the public a maximum of ten (10) work days before students return and a maximum of seven (7) work days after students last day:

Core Hours the office will be open and employees will work eight hours per day:

K-5 – 8:00 a.m. – 4:15 p.m.

6-12 – 7:00 a.m. – 3:30 p.m.

Summer Hours:

6-12 - 8:00 a.m. – 2:00 p.m. (Core Hours the office will be open and employees will work eight hours per day.)

III. Work Week and Day

- A. The regularly scheduled work week shall consist of forty (40) hours, beginning at 12:01 a.m. Monday and ending one hundred twenty (120) hours thereafter.
- B. The normal work day shall be eight (8) consecutive hours, exclusive of a minimal one-half (1/2) hour duty-free, unpaid lunch period.
- C. In the event that the employee's regularly scheduled work hours/week goes beyond those on the employee's work calendar or as described in Article XVII, Section III, per-approval in writing, using the designated form, must be obtained from the employee's immediate supervisor, union steward, and Human Resources Director.

IV. Overtime Rates

- A. All overtime will be approved by the Building Administrator prior to working it, except under unusual circumstances. An employee may be requested but not required to take time off from their regular schedule, or have their hours reduced as a result of having to report to work outside the employee's normal established hours.
 - B. Employees may accrue compensatory time (comp time) in lieu of monetary approved overtime compensation, at a rate of not less than one and one-half of comp time off for each hour of overtime worked.
- V. Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period for each four (4) hours worked per day. The Principal shall designate an area within the vicinity of the employee's work area in which the employee may take such rest periods.

ARTICLE XVIII - SICK LEAVE

I. Sick Leave Accumulation

- A. Each employee covered by this Agreement shall accumulate sick leave individually, with such sick leave days to be accumulated as follows:
 - 1. Employees whose work calendar is 230 days or greater - Twelve (12) days per year with two hundred (200) days maximum accumulation.
 - 2. Employees whose work calendar is 220-229 days -- Eleven (11) days per year with one hundred seventy-five (175) days maximum accumulation.
 - 3. Employees whose work calendar is 210-219 days -- Ten (10) days per year with one hundred seventy-five (175) days maximum accumulation.
 - 4. Employees whose work calendar is 200-209 days -- Ten (10) days per year with one hundred sixty-eight (168) days maximum accumulation.
 - 5. The employee who works the Adult Education position with a minimum of 1200 hours worked -- Ten (10) days per year with one hundred sixty-eight (168) days maximum accumulation.
- B. Each employee covered by this Agreement will be credited with the proper amount of sick leave at the beginning of each school year, recognizing that the employee earns such days at the rate of one (1) day per month. Termination during the employee's work year will result in a proration of the days.
- C. Records of sick leave accumulation and taken are accessible on the on-line employee payroll link.

II. Use of Sick Leave Days -- Personal Illness

Sick leave days shall be granted to the employee when the employee is incapacitated from the performance of the employee's duties by sickness, injury, or for medical, dental, or optical

examination or treatment.

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

III. Use of Sick Leave Days – Immediate Family

Sick leave shall be granted when a member of the immediate family of the employee requires the care and attention of the employee due to illness or injury. Immediate family for this purpose is defined as: spouse, children, parents, grandparents, mother-in-law, father-in-law, brother or sister. In the case of the care or attention for convalescent purposes, a corroborating statement of the need for such care may be requested by the Board from the physician of the immediate family member. The call in on sick leave will specify the specific reason for the sick leave and will be followed by a written statement of explanation upon return in this instance. The Board may request medical verification pertaining to the usage of sick leave in the event such absence exceeds two (2) working days.

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

IV. Notification

Employees who are unable to perform their duties because of illness or disability shall notify their supervisor of the fact before the start of the work day. If an illness or disability extends beyond the first (1st) day, the employee and the employee's supervisor may make arrangements as to the frequency of notification of the continued illness or disability.

V. Sick Leave Payout

A. Retirement: Payment for accrued sick days at time of retirement, if the employee qualifies for retirement under the provisions of the Michigan Employment Retirement Act, shall be twenty-five dollars (\$25.00) per day for each accumulated day of sick leave.

When an employee retires from the District, the employee is required to participate in a Special Pay Deferral Plan for payments of the following:

- a) Accumulated sick leave, personal days, or vacation days
A Special Pay Deferral Plan utilizes the tax law to eliminate the defined taxes for both the employee and the employer. (Appendix C).
- B. Separation: After ten (10) years of administrative assistant service, if an employee leaves the system, he/she shall qualify for the same payment of accrued sick days as mentioned in Section A above.
- C. Layoff: A laid off employee with five (5) years of administrative service shall have the option of receiving a payout for sick leave or leaving it in their sick leave bank with the anticipation of a recall. The payment of accrued sick days will be paid out as mentioned in Section A above, upon request by the employee.

VI. Annual Payout of Sick Days

Should an employee accrue sick days beyond the maximum allowable limit as designated by their work year (as above in Section I, A) the employee shall be reimbursed twenty-five dollars (\$25.00) for each of those accrued days beyond the maximum allowable limit. This shall be paid

in one lump sum each July.

VII. Attendance Incentive

Longevity Attendance Incentive shall be paid to bargaining unit employees in accordance with the following stipulations:

1. The employee must have been employed within the bargaining unit continuously for the past three (3) full school years or have a total of ten (10) years experience in the Adrian Public Schools. The full school year is defined as the employee must begin work the first day of school.
2. The Longevity Attendance Incentive will be paid to qualified employees in the first pay in December of the school year following his/her completion of three (3) full school years and shall be considered additional wages.
3. The employee must not miss more than two (2) days per their calendar work year for reasons other than funeral leave, personal emergency reasons, approved scheduled vacation days, jury duty or Family Medical Leave Act (FMLA) qualified leave of absence. The stipend is based on attendance for the employee's work calendar year prior to the stipend payment date.
4. The stipend shall be as follows:

205 day workday calendar or less	
1 day or less absence	\$250.00
More than 1 day and up to 2 days absence	\$200.00
206 day workday calendar or more	
1 day or less absence	\$300.00
More than 1 day and up to 2 days absence	\$250.00

ARTICLE XIX - FUNERAL LEAVE

- A. All employees covered by this Agreement shall be granted up to five (5) days off with pay for a death in the employee's immediate family. The immediate family shall be defined as spouse/significant other, child, step-child, foster child, parents, brothers, sisters, grandparents, grandchildren, and any of these related to the employee by marriage. When a special relationship has been established by the employee with a relative, the employee may request the Human Resources Manager to grant up to five (5) days to arrange for the funeral, attend the funeral and conduct business. Additional time off, when required, may be granted and such additional time shall be charged to the employee's allowable sick leave.
- B. Employees covered by this Agreement shall be granted one-half (1/2) day, with pay, to attend funerals of friends or relatives not listed in paragraph "A" of this section.
- C. When the funeral is that of an Adrian Public School employee, funeral leave in paragraph "B" of this section will be restricted to a representative number to be mutually agreed upon by the Human Resources Manager.

ARTICLE XX - PERSONAL BUSINESS DAYS

Each employee covered by this Agreement shall be granted three (3) personal business days per year with pay, not deductible from sick leave. Such leave shall be used only in situations of emergency or for the purpose of conducting personal business which is impossible to transact on the weekends, after school hours, or during vacation periods. However, prior arrangements are to be made for such days, except under emergency circumstances. Unused personal business days will be added to the employee's accumulative sick leave bank in addition to the employee's normal accumulative sick leave. In the event that the employee would require more than three (3) personal business days per year, those days may be granted to the employee without pay, providing the employee gives proper notice prior to the usage of those days in order that the Board can arrange for proper scheduling.

ARTICLE XXI - HOLIDAYS

- I. Each employee covered by this Agreement will receive the following holidays with pay, at their regular daily rate of pay, even though no work is performed by the employee, and provided that such holiday falls within the interval of the employee's contracted work year.

Labor Day
Thanksgiving Day
Friday following Thanksgiving
Either the first working day before or after Christmas
Christmas Day
One Day During the Christmas-New Year Break
Either the first working day before or after New Year's Day
New Year's Day
Good Friday
Memorial Day
July Fourth

- II. Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.
- III. To receive holiday pay, the employee must be in a paid status their first scheduled work day preceding and their first scheduled work day after the holiday.
- IV. In the event that the scheduled holiday falls on a weekend, the employee shall be given either a Friday or Monday off with pay, on either date prior to or after the holiday, which shall be scheduled by the Board.

ARTICLE XXII - VACATIONS

I. Vacation/Paid Day Accrual

- A. All 12 month employees shall be entitled to vacation with pay. Less than twelve month employees will receive additional pay in lieu of vacation days included in their salary based on the schedule below. These days are not scheduled vacation days. Employees shall accrue vacation/paid days for each month in which they work a major fraction of the work days scheduled for that month as follows:

Vacation/Paid Day Accrual for IUOE Administrative Assistants				
Years of Service	Accrual	Work Days with Holidays		
		210/212 10 Mo.	230 11 Mo.	260 12 Mo.
1 year	.84/day	8.5	9.25	10
5 years	1.25/day	12.5	13.75	15
10 years	1.67/day	16.75	18.37	20

II. Application of Vacation Time

- A. One week vacation shall be construed to mean five (5) days or seven (7) continuous calendar days. However, if a legal holiday shall fall within this time when work would not actually be expected of the employee, then the time shall be extended to eight (8) continuous calendar days.
- B. Vacation allowance may not be accumulated from one year to the next, except on the basis of written request, which must have the approval of Human Resources.
- C. Vacations shall be scheduled at a time which will not unduly interfere with or hamper normal operations of the school system. Insofar as it is possible, vacations shall be scheduled at a time satisfactory to the employee.
- D. Employees terminating employment or going on leave of absence will receive a prorated vacation allowance based on the formula as stated.
- E. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, employees shall receive any unused vacation allowance at the rate of pay received by them at the time the allowance is earned, paid in a special pay deferral plan.

ARTICLE XXIII - JURY DUTY

- I. Employees requested to appear for jury qualification or services shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for jury service. In the event that an employee is subpoenaed as a witness in any case connected with the employee's employment at the school, the employee will be paid his full pay for all such days.

ARTICLE XXIV - BENEFITS

I. Health Insurance

The District will make available the insurance programs as identified below through the LISD Insurance Consortium. Each full-time unit member may select insurance benefits as outlined in Plan A or Plan B. Full-time is defined as an employee who is employed a minimum of 1200 hours. It is understood and agreed that the District's obligation for insurance benefits shall be limited to the terms and conditions of each plan. For all coverage the District reserves the right to

select benefit carriers at a substantially equivalent level. Summary plan descriptions are available on the district website.

All new bargaining unit administrative assistants hired after July 15, 2013 will be provided single insurance coverage with a health insurance premium payment up to \$6,344.80.

Plan A

Health Insurance -- It is agreed between the parties that the District shall make health insurance premium payments up to \$6,344.80 single coverage, \$13,268.93 two-person coverage, and \$17,304.02 full family coverage, on the Employee's behalf, \$500/\$1000 Deductible for traditional coverage, \$20 office visit co-pay, with Saver RX prescription coverage, or MESSA ABC Plan 1 with ABC RX, or MESSA ABC Plan 2 with ABC RX and 10% coinsurance, or \$500/\$1000 deductible with 20% coinsurance.

Dental Insurance - The District agrees to pay the premium for the equivalent of the chosen level of health insurance coverage with an orthodontic rider.

Vision Insurance - The District agrees to pay the premium for the equivalent of the chosen level of health insurance coverage.

Life Insurance - The District agrees to pay the premium for term life insurance policy for each employee covered by the Insurance Consortium Agreement.

Long Term Disability

For long term disability insurance, each bargaining unit member enrolled in Plan A will pay through payroll deduction, any increase in premium in excess of the annual rate of \$325.20.

Administrative Fees

Any contribution amounts which may include fees, taxes, and commissions exceeding the Board's subsidy shall be payroll deducted from the wages of the enrolled employee.

Plan B

Cash-in-lieu -- Unit employees eligible for, but not electing Plan A may elect to receive a cash payment in the amount of One Hundred Fifty (\$150.00) Dollars per month in lieu of the health insurance program.

Dental Insurance - The District agrees to pay the premium for up to full family dental insurance with an orthodontic rider.

Vision Insurance - The District agrees to pay the premium for up to family coverage.

Life Insurance - The District agrees to pay the premium for term life insurance policy for each employee covered by the Insurance Consortium Agreement.

Long Term Disability - The Board agrees to pay the full premium for long term disability insurance.

II. Disability Premiums

If an employee elects to pay optional short-term or long-term disability premiums, then the employee may choose to have all or part of their accumulated leave frozen while they are receiving short-term or long-term disability benefits.

III. Tax Sheltered Annuity

The District agrees to deduct the premiums for Board approved tax sheltered annuities solely paid for by the employee and to remit such premiums to the designated insurance company.

IV. Retirement

The District agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement system on the gross wages recognized by MPSERS as reportable retirement compensation for each employee covered by this Agreement.

ARTICLE XXV - PERFORMANCE EVALUATION

The Board and the Administrative Assistant Unit agree that members of the Unit shall be subject to an evaluation process. The purpose of the evaluation process is to: 1) Recognize accomplishments; 2) Provide accurate feedback related to job performance; 3) Link employee objectives to the Mission of Adrian Public Schools; and 4) Address areas that do not meet expectations through a Plan for Improvement.

The job performance of Administrative Assistant Unit members shall be evaluated in writing at least once every two (2) years by the immediate supervisor or designee with input from other staff, if appropriate.

The job performance criteria will be: Basic job knowledge and skills; Technical knowledge, skills and abilities; Performance of assigned duties; Interpersonal relationships with staff, parents and students; Resources; Ability to follow directions and accept responsibility; Promptness and attendance to job.

The employee is provided a copy of the completed evaluation, the original is placed in the employee's personnel file located in Human Resources.

If an employee disagrees with the performance evaluation, they may submit a written rebuttal within five (5) days. The written rebuttal will be attached to the performance evaluation for placement in the employee's personnel file located in Human Resources.

ARTICLE XXVI - GENERAL

I. Parking

Adequate parking facilities will be provided for the employees covered by this Agreement, with such facilities to be within the reasonable proximity of their building.

II. Resignation

A. Any employee desiring to resign shall file a letter of resignation with Human Resources at least ten (10) working days prior to the effective date of such resignation.

B. Any employee who resigns from the employee's position in the manner herein described shall maintain the employee's rights to any benefits which are due upon separation.

III. Deductions

The Board agrees to make available to the employees covered by this Agreement any payroll deduction services which are available through the school district, such as savings bonds, credit union, etc.

IV. Continuing Education

The Board agrees to pay the full tuition fee for any employee it so designates to attend a workshop, inservice training seminar, self-improvement course, or other related professional growth activity of a nature specifically designed to provide on the job related improvement, unless the employee agreed to take part in the aforementioned activities as a condition of employment for a new position in order to acquire the skills necessary for that new position.

V. Physical Examinations

The Board agrees to pay the full cost of any physical examinations by the Board's selected physician that are required by the Board for the employees who are covered by this Agreement.

VI. Emergency School Closing

In the event school is closed, delayed or released early on a school session day due to inclement weather or conditions not within control of the district, employees will not be required to report for work and will be paid their regular rate of pay, if the district is not required to make up such days to received State Aid payments. In the event the district needs to make up additional days, employees will not be paid for the additional days at the end of the year. Double payment will not be made for days that employees choose to work when they are not required to work. In the event schools close after the start of the work day, the employee is not to exceed two (2) hours after official notification of the building closure from Central Office or Building Administrator.

VII. Mileage

Employees who use their own personal transportation for carrying out their job responsibilities for the Board shall be reimbursed for their mileage at the rate and procedure as established by the Board of Education.

VIII. Emergency

In the event of an emergency occurring during the absence of the immediate supervisor, the employee shall be informed as to the name of the person the employee is to contact in that instance.

IX. Legal Protection

If any legal action is brought against an employee covered by this Agreement by reason of any action related to the employee's employment, and as a result of properly performing the employee's job duties, the Board will provide such legal counsel and all necessary assistance, without cost to the employee, in the employee's defense to the limits as set forth under school district insurance policies.

X. Master Agreement Availability

The Master Agreement will be available on the district website.

XI. Mentor Program

- A. The mentor administrative assistant will be defined as a building administrative assistant currently employed and active as an administrative assistant for three (3) years or more. They must be engaged in working within similar responsibility areas. Other assignments will be mutually agreeable with the mentee/mentor and the approval of administration.
- B. Every probationary administrative assistant shall be assigned a mentor administrative assistant upon entrance into the school system. It shall be the responsibility of the mentor administrative assistant to assist the probationary administrative assistant in acclimating to the building and to the district.
- C. The mentor will be guaranteed the following:
 - 1. The bargaining unit member who serves as mentor during the school year shall be compensated \$500.00 payable on or before June 30th of that school year. Any employee that agrees to mentor a current employee that changes assignment will be paid \$250.
 - 2. The mentor would never be required to complete a formal written evaluation of another bargaining unit member (mentee); nor be allowed to testify in a grievance procedure which involved the mentee. All communication between the mentor and mentee will be performed in a professional, non-threatening manner. If a mentor observes any illegal activity, he/she has an obligation to report it to administration.
 - 3. The Board will develop a list of potential mentors district-wide by building prior to June 1st. Eligible administrative assistants will indicate their interest to be a potential mentor by notifying Human Resources prior to June 1st of each year. Written notification of mentor assignments and/or changes in mentor assignments will be provided to the union steward of the bargaining unit or his/her designee.
 - 4. Should a conflict arise between mentor and mentee, either party may notify the administration and a new mentor will be assigned by the administration.
- D. Program Requirements:
 - 1. A training plan will be developed for the mentee with the assistance of the mentor and submitted to Human Resources to be placed in the mentee and mentor's personnel file. Training sessions will be mutually determined, supported, and paid for by the District. Request to Attend forms will be completed for approval before attending the training.
 - 2. A minimum of one (1) hour in duration for school visitation will occur per each marking period. School visitations may be made by the mentor to the mentee's school or the mentee to the mentor's school. Mentor and mentee will be provided with release time for school visitation and follow-up conferences, to be coordinated and approved by the Building Administrators.
 - 3. During the first four (4) full weeks of the mentee's work calendar, the mentor and mentee will meet weekly and once a month thereafter for follow-up conferences throughout the school year.

4. School visitations, attended training sessions, and/or follow-up conferences will satisfy the requirements for weekly and/or monthly meetings.

ARTICLE XXVII - CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Appendix A attached hereto and made a part hereof by reference.

ARTICLE XXVIII - BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXIX - SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- I. No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board, unless executed in writing between the parties hereto and the same has been ratified by the Union.
- II. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- III. If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXX - TERMINATION AND MODIFICATION

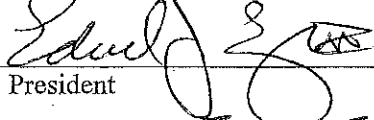
- I. This Agreement shall continue in full force and effect until June 30, 2020, with an economic reopener for 2018-19 and 2019-20.
- II. If either party desires to terminate this Agreement, it shall ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- III. If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph and paragraph "II" this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

IV. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union Business Manager, International Union of Operating Engineers, Local #324, 500 Hulet Drive, Bloomfield Township, Michigan 48302, and if to the Board addressed to the Secretary of the Board of Education of the Adrian Public Schools, 785 Riverside Avenue, Suite #1, Adrian, Michigan 49221.

The effective date of this Agreement is July 1, 2017.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

ADRIAN PUBLIC SCHOOLS

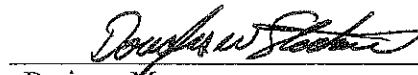


President

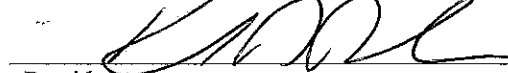


Superintendent

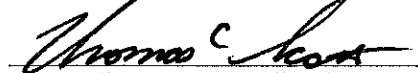
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL #324



Business Manager



President



Recording-Corresponding Secretary

APPENDIX A

APPENDIX A - WAGE SCALE 2017-18														
TIER 2 -- Administrative Assistants -- Hired After 7/1/00														
	Adult Ed Adm. Asst.				Elem. - Attendance - Athletics				Middle School & High School Counseling				AHS	
	210	218.5	222.5	226.75	212	220.5	224.5	228.75	230	239.25	243.75	248.37	261	
	1680	1748	1780	1814	1696	1764	1796	1830	1840	1914	1950	1986.96	2088	
Base	15.71	\$26,992.80	\$27,461.08	\$27,969.80	\$28,497.94	\$26,644.16	\$27,712.44	\$28,215.16	\$28,749.30	\$28,906.40	\$30,068.94	\$30,634.50	\$31,215.14	\$32,802.48
Base hours are comprised of work days plus paid holidays.														
New Administrative Assistant's hired after 7/1/2014.														
	210	218.5	222.5	226.75	212	220.5	224.5	228.75	230	239.25	243.75	248.37	261	
	1680	1748	1780	1814	1696	1764	1796	1850	1840	1914	1950	1986.96	2088	
Probation A	14.10	\$23,688.00	\$24,646.80	\$25,098.00	\$25,577.40	\$23,913.60	\$24,872.40	\$25,323.60	\$25,803.00	\$25,944.00	\$26,987.40	\$27,495.00	\$28,016.14	\$29,440.80
Probation B	14.67	\$24,645.60	\$25,643.16	\$26,112.60	\$26,611.38	\$24,880.32	\$25,877.88	\$26,347.32	\$26,846.10	\$26,992.80	\$28,078.38	\$28,606.50	\$29,148.70	\$30,630.96
Probation A - Hire date to one year anniversary.														
Probation B - From one year anniversary to two year anniversary. After completion of second year, employee will move to Tier 2 schedule.														

APPENDIX B

ADMINISTRATIVE ASSISTANT CLASSIFICATIONS

A displaced worker has the right to a position listed below, based on seniority, providing the employee has the skills, qualifications, a positive evaluation, and nothing higher than a verbal warning in discipline, as stipulated in Article XII.

- Administrative Assistant – High School/Main Office
- Administrative Assistant - Middle Schools
- Administrative Assistant - Elementary
- Administrative Assistant - Adult Education
- Administrative Assistant – HS Attendance Office
- Administrative Assistant – HS Athletic Office
- Administrative Assistant – HS Counseling

APPENDIX C

SPECIAL PAY DEFERRAL PLAN

The amounts payable under the Special Pay Deferral Plan shall be deposited by the employer in the form of a non-elective employer contribution to a 403(b) plan account of each eligible employee's choice provided through MEA- Paradigm Equities Inc., except that no contribution shall cause an employee to exceed the limitations of Section 415(c) of the Internal Revenue Code. Contributions that exceed the Section 415(c) limitations shall be deposited for each affected employee in the following calendar year and in each subsequent year until all amounts due have been deposited by the employer. However, no employer contribution may be deposited in any year that is later than the fifth calendar year following the year in which the employee terminates employment with the school district. Employees shall have no cash option to this employer 403(b) contribution.

The 403(b) policy [and the 403(b) plan document, if any] of this school district shall provide that all employees are eligible to retire from the school district for the purpose of the district's 403(b) plan and hence may withdraw 403(b) contributions at any time before or after termination of employment to the extent allowed by the Internal Revenue Code.

LETTER OF AGREEMENT

This Letter of Agreement is entered into between the International Union of Operating Engineers, Local #324, Administrative Assistants, (the "Union") and the School District of the City of Adrian, Michigan (the "District").

Recognizing the importance of making quality health care products and services available and doing so in a cost effective manner, the District and the Union agree as follows:

1. The Union acknowledges that the District has elected to become a member of a Health Plan Purchasing Consortium (the "Consortium") as authorized under Section 5(3) of the Public Employee Health Benefit Act, and as further authorized under the provisions of the Revised School Code.
2. The parties further recognize and acknowledge that insurance benefits, policy specifications, coverages and the allocation of premium responsibility for employee benefit plans are subject to a bargaining duty under the Public Employment Relations Act.
3. The District and the Union acknowledge that employee benefit *plans* or products will be made available to eligible Union bargaining unit members through the District's participation in the Health Plan Purchasing Consortium. The District and the Union have agreed that Union bargaining unit members will be allowed to enroll in those plans effective July 1, 2013 and that such plans or products made available through the Consortium shall replace those otherwise in effect for Union bargaining unit members on that date.

Further, the District and the Union acknowledge and recognize that alternative plans with modified specifications may subsequently be made available through the same vendor selected to provide benefit plans or products through the Consortium. Alternative plans will be reviewed and identified by a committee of no less than six (6) persons and not more than ten (10) to be equally appointed by the ISD Superintendent and the participating bargaining unit. The committee may meet at the request of either party. The District and the Union agree that Union bargaining unit members who are otherwise eligible to enroll in benefit plans or products through the Consortium shall have access to these alternatives, which are recognized by the parties to be instrumental in both stabilizing insurance costs and in structuring insurance products to meet the needs of those enrolled.

4. The duration of the commitments made in this Letter of Agreement shall not be affected by the expiration of any current or successor collective bargaining agreement between the District and the Union. The durational commitments for participation in the employee benefit plans accessed through the Consortium shall supersede any conflicting or contrary terms of an existing or successor collective bargaining agreement between the District and the Union, to the extent of any such conflict or inconsistency.

5. The parties further voluntarily waive and relinquish their respective rights under the Public Employment Relations Act (PERA) for the period beginning July 1, 2013 and concluding on December 31, 2015 to negotiate any contrary durational commitment with regard to the procurement and maintenance of the specified insurance products and employee benefit plans through the Consortium. Further, the District and the Union agree that their designation of specified insurance products and employee benefit plans through the Consortium satisfies their mutual obligation to bargain over the benefits, policy specifications and coverage's of those insurance products and employee benefit plans, and that neither party shall be obligated to bargain with respect to those matters for the duration of the commitment to maintain those insurance products and employee benefit plans, as indicated in this Letter of Agreement. However, these limitations shall not apply to the offering of alternative plan structures through the initially selected vendor, as is specified in paragraph 3 of this Letter of Agreement.
6. Nothing in this Letter of Agreement shall waive, qualify, or diminish in any way, the respective rights and obligations of the District and the Union to negotiate over allocation of premium responsibility between the District and enrolled Union bargaining unit members for the insurance products and employee benefits plans in which those individuals and their eligible dependents (if applicable) are enrolled. Further, nothing in this Letter of Agreement constitutes a limitation on the obligation of the District to comply with those provisions of state or federal law that may require a specified level of employee premium contribution for enrollment in any employee benefit plans.
7. Nothing in the terms of this Letter of Agreement is intended to confer eligibility upon any employee (or their eligible dependants, if applicable) to enroll in an employee benefit plan or program, it being recognized that those eligibility determinations are set forth in the collective bargaining agreement between the District and the Union and are not intended to be altered or modified by the terms of this Letter of Agreement.
8. Any disputes over the interpretation, application or implementation of the terms of this Letter of Agreement shall be resolved under the grievance procedure in the collective bargaining agreement then in effect between the District and the Union.
9. By entering into this Letter of Agreement, neither the District nor the Union amend, modify, waive, or qualify any other provisions, conditions, rights or duties specified in their current or any successor collective bargaining agreement between them, except as are otherwise specifically waived, modified or relinquished herein.

10. This Letter of Agreement shall become effective July 1, 2017 and shall expire on December 31, 2019, subject to the post-expiration obligations specified in paragraph 4 of this document.

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