

# **WARREN WOODS PUBLIC SCHOOLS**

**AGREEMENT BETWEEN**

**WARREN WOODS BOARD OF EDUCATION  
AND  
LOCAL 214  
TEAMSTERS STATE COUNTY AND  
MUNICIPAL WORKERS**

**JULY 1, 2010 THROUGH JUNE 30, 2014**

# TABLE OF CONTENTS

<b>6.1</b>	<b>RECOGNITION .....</b>	<b>4</b>
6.1.1	PREFACE .....	4
6.1.2	RECOGNITION CLAUSE .....	4
6.1.3	NO STRIKE PROVISION .....	4
<b>6.2</b>	<b>ADMINISTRATIVE PROFESSIONAL ASSISTANT (APA)/CLERKS RIGHTS .....</b>	<b>4</b>
6.2.1	TO USE FACILITIES .....	4
6.2.2	TO INFORMATION .....	5
6.2.3	AGENCY SHOP .....	5
6.2.4	DUES DEDUCTION .....	5
6.2.5	PRIVATE LIFE.....	5
6.2.6	NON-DISCRIMINATION .....	5
6.2.7	PROBATION AND SENIORITY .....	5
6.2.8	SAFETY .....	6
<b>6.3</b>	<b>COMPENSATION.....</b>	<b>7</b>
6.3.2	SUBSTITUTE PAY .....	8
6.3.3	HOLIDAYS.....	8
6.3.4	LONGEVITY .....	8
6.3.5	VACATIONS.....	9
6.3.6	EXPERIENCE .....	10
6.3.7	INCREMENT DATES.....	11
6.3.8	SCHOOL EMERGENCY DAY .....	11
6.3.9	PAY OPTION .....	11
6.3.10	PERSONAL PROPERTY DAMAGE .....	11
<b>6.4</b>	<b>HOURS OF WORK .....</b>	<b>12</b>
6.4.1	APA HOURS PER WEEK (SEE ARTICLE 6.6.11 FOR CLERK HOURS) .....	12
6.4.2	LUNCH PERIOD .....	12
6.4.3	RELIEF TIME.....	12
6.4.4	PRESENCE IN BUILDING .....	12
<b>6.5</b>	<b>WORK LOADS AND ASSIGNMENTS .....</b>	<b>13</b>
6.5.1	DIVISION OF LABOR .....	13
6.5.2	JOB DESCRIPTION .....	13
6.5.3	POLICY DISTRIBUTION .....	13
6.5.4	TELEPHONE LOCATION .....	13
6.5.5	PARKING FACILITIES.....	13
6.5.6	PUPIL DISCIPLINE .....	13
6.5.7	PUPIL TRANSPORTATION .....	13
6.5.8	TRAVEL PAY.....	13
<b>6.6</b>	<b>EVALUATION, LEVEL REVISION, VACANCY, TRANSFER AND PROMOTION.....</b>	<b>14</b>
6.6.1	EVALUATION REPORT .....	14
6.6.2	NEW AND REVISED JOB DESCRIPTIONS AND PAY LEVELS .....	14
6.6.3	VACANCY POSTING .....	14
6.6.4	APPLICATION FOR VACANCY.....	15
6.6.5	PROMOTION .....	15
6.6.6	REDUCTION OF WORK FORCE.....	15
6.6.7	PROMOTION OUT OF UNIT .....	16
6.6.8	RECALL .....	17
6.6.10	TEMPORARY ASSIGNMENT.....	17

6.6.11	CLASSIFICATION.....	18
6.6.12	JOB SHARING.....	20
6.6.13	APPLICATION FOR SUMMER SUBSTITUTE EMPLOYMENT.....	21
<b>6.7</b>	<b>DISCIPLINE, DEMOTION AND DISCHARGE .....</b>	<b>21</b>
6.7.2	DISCHARGE/SUSPENSION.....	21
<b>6.8</b>	<b>RESIGNATION.....</b>	<b>21</b>
6.8.1	RESIGNATION.....	21
6.8.2	VACATION TIME ACCRUAL.....	21
6.8.3	RETIREMENT BENEFITS .....	22
<b>6.9</b>	<b>LEAVES.....</b>	<b>22</b>
6.9.1	LEAVE ALLOWANCE.....	22
6.9.2	SICK LEAVE BANK .....	23
6.9.3	FUNERAL LEAVE .....	23
6.9.4	CONTAGIOUS DISEASE .....	24
6.9.5	MINOR INJURY.....	24
6.9.6	LEAVE OF ABSENCE .....	24
6.9.7	WORKER'S COMPENSATION.....	26
6.9.8	JURY DUTY .....	27
<b>6.10</b>	<b>INSURANCES .....</b>	<b>27</b>
6.10.1	LIFE INSURANCE .....	27
6.10.2	HOSPITALIZATION .....	28
6.10.3	LONG-TERM DISABILITY INSURANCE.....	29
6.10.4	DENTAL INSURANCE .....	29
6.10.5	OPTICAL INSURANCE .....	29
6.10.6	TB TEST.....	30
<b>6.11</b>	<b>CONTINUING EDUCATION .....</b>	<b>30</b>
6.11.1	CONFERENCES.....	30
6.11.2	IN-SERVICE.....	30
<b>6.12</b>	<b>PERSONNEL FILE.....</b>	<b>30</b>
<b>6.13</b>	<b>GRIEVANCE .....</b>	<b>30</b>
<b>6.14</b>	<b>STEWARDS.....</b>	<b>33</b>
6.14.2	FUNCTION WITH GRIEVANCES .....	33
6.14.3	FUNCTION WITH SPECIAL UNION CONFERENCE.....	33
<b>6.15</b>	<b>CONTRACT CONTINUATION .....</b>	<b>34</b>
6.15.1	MAINTENANCE OF BENEFITS.....	34
6.15.2	SAVINGS CLAUSE .....	34
	<b>DURATION OF AGREEMENT.....</b>	<b>35</b>

## **6.1 RECOGNITION**

### **6.1.1 Preface**

This agreement is entered into this 1st day of July 2010 by and between the BOARD OF EDUCATION of the Warren Woods Public Schools, hereinafter called the "BOARD" and TEAMSTERS STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 214, hereinafter called the "UNION".

### **WITNESSETH**

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the recognized organization as the representative of its APA/clerical personnel with respect to hours, wages, and terms and conditions of employment. In consideration of the following mutual covenants, it is hereby agreed as follows:

### **6.1.2 Recognition Clause**

The BOARD OF EDUCATION of Warren Woods Public Schools hereby recognizes the Teamsters State, County and Municipal Employees Local 214 as the exclusive bargaining representative as defined in Act 379, Public Acts of 1965, for all personnel engaged in APA and clerical work designated in salary schedule 6.3.1, excluding the administrative assistant to the Superintendent, the administrative assistant to the Assistant Superintendent/Labor Relations, the payroll supervisor, the insurance coordinator, student externs, and substitutes except for pay purposes only. All personnel represented by the UNION in the above-defined unit shall, unless otherwise indicated, hereinafter be referred to as "Administrative Professional Assistant (APA)", and reference to female shall include male personnel.

### **6.1.3 No Strike Provision**

Recognizing the education of children as the basic reason for establishment and operation of the Warren Woods Public Schools, the Union shall not strike, as defined under Act 379 of the Michigan Public Acts of 1965, for the duration of this Agreement.

The Board shall not engage in a lockout for the duration of this Agreement.

## **6.2 ADMINISTRATIVE PROFESSIONAL ASSISTANT (APA)/CLERKS RIGHTS**

### **6.2.1 To Use Facilities**

The Union and its members shall have the right to use school building facilities at all reasonable hours for meetings under the same policies as other organizations in the district. No APA/Clerk shall be prevented from wearing the insignia, pins or other identification of membership in the Union either on or off the school premises. Reasonable use of bulletin boards and the inter-school mail shall be made available to the Union and its members for notices and news of Union business.

## **6.2.2 To Information**

The Board agrees to furnish to the Union in response to reasonable requests all requested available information concerning the financial resources of the district, APA/Clerk salaries, tentative budgetary requirements and allocations and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the APAs/Clerks, together with information which may be necessary for the Union to process any grievance or complaint.

## **6.2.3 Agency Shop**

Every APA/Clerk in the representative unit, as a condition of continued employment, must either join the Union or pay a service fee equal to the dues of the Union, or have signed a payroll deduction request for same, within sixty (60) days of ratification of this Agreement or of their date of hire, whichever is later. If at any time an APA/Clerk is over thirty (30) days in arrears in payment of dues or service Fee, the Board agrees to dismiss him/her and such dismissal will be deemed to be for just cause and not subject to the grievance procedure. The Board will be held harmless against any action resulting from such dismissal.

## **6.2.4 Dues Deduction**

Any APA/Clerk may sign a payroll authorization form for the deduction of dues from his/her regular salary for the local, state and/or national Union. Such deductions shall be made by the payroll department and remitted not less frequently than monthly to the Union. The Union agrees to make all reimbursements to APAs/clerks for any amount of dues or fees deducted by the Board and paid to the Union by error in excess of the proper deduction and agrees to hold the Board harmless from any claims of excessive deductions.

## **6.2.5 Private Life**

The private and personal life of any APA/Clerk is not within the concern of the Board except as it impinges upon his/her ability to do his/her job or upon the reputation of the district.

## **6.2.6 Non-Discrimination**

The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied by both the Union and the Board without regard to race, creed, religion, color, national origin, age, sex, disability, medical history or marital status or membership in or association with the activities of any employee organization.

## **6.2.7 Probation and Seniority**

### **1. Seniority Definitions**

- a. Bargaining unit seniority shall begin as of the first working date in a

classification in the bargaining unit either as an APA or a Clerk.

- b. Classification seniority shall begin as of the first working date as a Clerk or in a classification level as an APA covering by this Agreement. Employees may have dual classification seniority dates if they have worked in both classification of APA and Clerk.
2. Probation: New hires into the bargaining unit shall be considered as probationary employees for the first sixty (60) work days. Upon successful completion of probation they shall be entered on the bargaining unit seniority list and given a classification seniority date. If two (2) or more employees are hired on the same day, their bargaining unit and classification seniority will be established by lot.

The Union shall represent probationary employees for the purpose of collective bargaining with respect to salary, benefits, and conditions of employment, except for discipline and discharge of the employee for other than Union activity.

### 3. Seniority Lists:

An up-to-date seniority list shall be prepared by the Employer and given to the Chief Steward June 1 each year or the first business day thereafter or when the seniority list reflects a change.

The list will show names, active classification seniority dates, and seniority dates for previously held classifications.

District seniority in positions or classifications outside this bargaining unit will not be recognized as seniority in this unit. Seniority in this bargaining unit will be recognized as time in positions within this unit only, i.e., time as an Administrative Professional Assistant (APA) or Clerk.

## **6.2.8 Safety**

The Board recognizes the importance of safe working conditions. If it becomes necessary to convene a District Safety Committee, the Bargaining Unit will be offered the opportunity to have a representative on the committee.

## **6.2.9 Copies of Collective Bargaining Agreement (CBA)**

A copy of the Collective Bargaining Agreement may be viewed, downloaded, and printed from the District's website. Those who would like a printed copy of this agreement may print it from the website.

### **6.3 COMPENSATION**

#### **6.3.1 Salary Schedule for the period of July 1, 2010 – June 30, 2014**

**Compensation July 1, 2010 – June 30, 2014 for Employees hired prior to July 1, 2010**

<b>Classification 1- APA</b>				<b>Classification 2 - Clerk</b>
	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	
<b>STEP 1</b>	16.05	15.64	15.36	12.40
<b>STEP 2</b>	17.32	16.83	16.27	13.02
<b>STEP 3</b>	18.50	17.93	17.32	13.67
<b>STEP 4</b>	19.75	19.11	18.38	14.34
<b>STEP 5</b>	21.05	20.18	19.25	---
<b>STEP 6</b>	22.13	21.35	20.27	---

**Compensation July 1, 2010 – June 30, 2014 for Employees hired on or after July 1, 2010**

<b>Classification 1- APA</b>				<b>Classification 2 - Clerk</b>
	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	
<b>STEP 1</b>	14.45	14.08	13.82	11.16
<b>STEP 2</b>	15.06	14.64	14.32	11.45
<b>STEP 3</b>	15.67	15.21	14.81	11.74
<b>STEP 4</b>	16.28	15.78	15.31	12.02
<b>STEP 5</b>	16.89	16.34	15.80	12.31
<b>STEP 6</b>	17.51	16.91	16.30	12.61
<b>STEP 7</b>	18.12	17.49	16.79	12.91
<b>STEP 8</b>	18.73	18.06	17.27	---
<b>STEP 9</b>	19.34	18.64	17.76	---
<b>STEP 10</b>	19.92	19.22	18.24	---

All APA/Clerks will move to the next step on the salary schedule on the anniversary date of hire.

### **6.3.2 Substitute Pay**

During the school year, if a bargaining unit member serves as a Substitute in another bargaining unit position, s/he will be paid at his/her current hourly rate. A bargaining unit member on lay-off who is called to substitute in a bargaining unit position during the school year will be paid at the substitute rate.

### **6.3.3 Holidays**

The following days shall be paid holidays for APA's: Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, two (2) days to coincide with the District's spring break (determined annually), Memorial Day and Independence Day. The following days shall be paid holidays for clerks: Memorial Day, Labor Day, and Christmas Day. When one of these days occur on Saturday, the Friday preceding shall be given unless school is in session in which instance one day will be given of compensatory time to be taken another day mutually acceptable to the individual and the immediate supervisor. When one of these days occurs on a Sunday, the Monday following will be given. When Independence Day falls on either a Tuesday or a Thursday, the respective Monday or Friday will be given with pay provided school is not in session on that day. Martin Luther King Day will be recognized as a paid holiday at such time as no employee group is scheduled to work on that day.

An APA/Clerk will be paid at his/her current rate per day for these days provided s/he works the last working day preceding the holiday and the first following the holiday. If his/her work year begins the day after Labor Day and s/he works that day, s/he will be paid for Labor Day. If his/her work year ends the work day before Independence Day and s/he works that day, s/he will be paid for Independence Day.

An APA/Clerk will be paid for a holiday if s/he does not work the above days because of having properly called in sick, is on vacation over the holiday, or having given proper notification and received prior approval from their administrator to use a business day.

### **6.3.4 Longevity**

1. Longevity will be paid for all APAs hired prior to May 10, 1995 according to the following schedule:

After ninety-six (96) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): twenty-five (.25) cents.

After one-hundred Forty-Four (144) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): fifty (.50) cents.

After one-hundred ninety-two (192) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): seventy-five (.75) cents.

The above longevity pay will be computed and added to the base wage, and will be paid at the regular pay intervals beginning with the first pay period



which falls at least two (2) weeks after the end of the 96th, 144th, or 192nd, month of service, whichever applies.

2. Longevity will be paid for all APAs hired on or after May 10, 1995 and before July 1, 2010 according to the following schedule:

After one-hundred forty-four (144) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): twenty-five (.25) cents.

After one-hundred ninety-two (192) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): fifty (.50) cents.

After two-hundred forty (240) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): seventy-five (.75) cents.

The above longevity pay will be computed and added to the base wage, and will be paid at the regular pay intervals beginning with the first pay period which falls at least two (2) weeks after the end of the 144th, 192nd, or 240th month of service, whichever applies.

Longevity payments are not paid to APA's hired on July 1, 2010 or thereafter.

### 6.3.5 Vacations

1. Amount for all APAs hired prior to May 10, 1995

YEARS	<u>12 Month DAYS</u>	<u>11 Month DAYS</u>	<u>10 Month DAYS</u>
1-5	10	9	8
6-8	15	14	13
9	16	15	14
10	17	16	15
11	18	17	16
12	19	18	17
13 or more	20 max.	18 max.	

Amount for all APAs hired after May 10, 1995

<u>YEARS</u>	<u>12 Month DAYS</u>	<u>11 Month DAYS</u>	<u>10 Month DAYS</u>
1-5	10	4.5	3.5
6-8	15	7	6
9	16	7.5	6.5
10	17	8	7
11	18	8.5	7.5
12	19	9	8
13 or more	20 max.	9 max.	

No APA who leaves the district within nine (9) calendar months of his/her date

of hire shall be eligible for any vacation time, or payment in lieu of the vacation time.

For determining the employee's status in the above schedule, the time the employee works in a year constitutes a one-year period on the schedule.

## 2. Timing

- a. Vacations will be granted at such times during the year as are suitable, considering both the wishes of APAs and efficient operation of the department concerned.
- b. Vacation time may be taken in segments of less than five (5) consecutive days. A less than twelve (12) month APA may take up to ten (10) days. The timing shall be approved by each APA's immediate supervisor to provide scheduling, which does not drastically interfere with the department's operation.
- c. An entire year's accumulation of vacation may be used in one period of consecutive days.

## 3. Vacation Pay (12 Month APAs)

If an APA who has worked at least nine (9) months for the district, is laid off, retires, or quits, s/he will receive payment for the vacation time accrued since the employees last vacation period (or date of hire) at employees current base rate of pay.

## 4. Vacation Pay (Less Than 12 Month APAs)

Every APA employed for less than twelve (12) months will be given the option to be paid the sum equal to the number of dock days during any school recess. This payment will be made no later than the first pay following the recess. All APA's will be given the option to take vacation time or to be paid for any remaining vacation time during the school year with the balance due paid out at the year end.

## 5. Accumulated Vacation Payoff

Any twelve (12) month APA who has accumulated more than 40 vacation days as of June 30<sup>th</sup> of any year may, the following year, request to receive a payment for up to 10 vacation days. Requests must be made in writing to the Human Resources office no later than January 31 of each year.

### **6.3.6 Experience**

Credit may be given, at the discretion of the Board for up to three (3) years of experience for experience, which was comparable to the requirements of the position sought.

### **6.3.7 Increment Dates**

All increments will be added at the completion of each year of service. Service year is defined as anniversary date of hire.

### **6.3.8 School Emergency Day**

All employees are expected to report for work on all regularly scheduled work days, unless they are notified by administration not to report to work. When so notified, the employee will be paid for the day. If an employee cannot report for work they are to notify their administrator and will be allowed to charge the day to their accumulated banks. If employees are notified not to report for work as described in the 1st sentence, but administration does require some employees to work, then those employees reporting to work shall be paid for the day and shall be paid for all hours worked on that day at time and one-half their normal rate of pay.

### **6.3.9 Pay Option**

APAs shall have the option of receiving their pay in twenty-six (26) equal installments in the course of each year. Each person desiring to exercise the option must annually notify payroll, in writing, as the APA begins employment for a school year (July 1 to June 30). The estimated total wage for that year will be divided by twenty-six (26) and beginning at the next pay date after starting work, the person will receive twenty-six (26) pay checks at two (2) week intervals. Once this option is exercised no change will be allowed.

### **6.3.10 Personal Property Damage**

The BOARD shall reimburse any employee up to One Hundred (\$100) dollars for the damage or destruction of clothing or personal property having a value of Five (\$5.00) dollars or more. Such damage must occur within a school building or be directly related with the execution of the employee's assigned responsibilities. Such damage or destruction must not be occasioned by carelessness or negligence on the part of the employee. The BOARD shall not pay for damage or destruction of an employee's personal property if said property is reimbursable under the provisions of some policy of insurance other than that naming the school district as assured. Automobile claims will only be considered and honored upon submission of an official written rejection of a claim by the employees insurance carrier.

The BOARD will not reimburse employees for loss or damage to attractive nuisances on automobiles such as ski racks, special hub caps and CB radios.

The BOARD will not be liable for any automobile damage if the auto is not covered by insurance for such damage.

An employee must file a claim for damaged or destroyed personal property in writing no later than the end of the work day such damage or destruction occurred. The written claims will include what was damaged, the amount of damage, how it was damaged, the location, the employee's activity at the time,

names of parties involved, and any other pertinent facts which will help expedite the claim.

## **6.4 HOURS OF WORK**

### **6.4.1 APA Hours per Week (see Article 6.6.11 for Clerk hours)**

The hours of a normal workday shall be established by the Superintendent and shall not exceed eight (8) hours per day for any classification. The work week shall not be less than thirty (30) hours per week for any classification; provided, however, that in any building where there is only one APA assigned, the minimum hours per week will be thirty-five (35).

Time worked exceeding forty (40) hours per week, upon advanced approval of the supervisor or his designee, shall be paid at the rate of one and one-half (1-1/2) times the APA's regular rate of pay, for all hours so worked. Time worked on a Saturday upon the advanced approval of the supervisor or his designee shall be paid at the rate of one and one-half (1-1/2) times the APA's regular rate of pay for all hours so worked beyond 40 hours in a week. Upon approval of the supervisor or his/her designee, an APA or Clerk may accrue compensation time equal to the time worked exceeding forty (40) hours per week.

Time worked on a Sunday upon the approval of the supervisor or his designee shall be paid at the rate of two (2) times the APA's regular rate of pay for all hours so worked. Time worked on a holiday upon approval of the supervisor or his designee shall be paid at the rate of two (2) times the APA's regular pay for that day.

The regular eight-hour day for Administrative Service Center APAs shall be from 7:30 a.m. to 4:00 p.m. during the summer recess.

### **6.4.2 Lunch Period**

All APAs shall be entitled to a duty-free uninterrupted lunch period. The length of the lunch period, and the time of day at which it is taken will be established by each office.

### **6.4.3 Relief Time**

APAs will be provided a fifteen (15) minute relief time in the morning and in the afternoon.

### **6.4.4 Presence in Building**

An APA/Clerk, with prior approval of the administrator, may work in any building on a non-scheduled work day so long as other personnel (administrator, custodian or another APA) are also assigned to be present at the building and remain with the APA requesting this workday.

If a fifty-two (52) week APA/Clerk cannot work a regularly scheduled workday(s) due to lack of personnel in the building, the said employee shall be given the option of using an accumulated bank day.

## **6.5 WORK LOADS AND ASSIGNMENTS**

### **6.5.1 Division of Labor**

Equitable subdivision of an office work load and assignment of special tasks in an office on equitable basis will occur to the extent possible. No APA/Clerk shall be assigned beyond his/her competency or work which is excessive or overburdening except temporarily for a good cause.

### **6.5.2 Job Description**

A written job description and workload assignment shall be given to each APA/Clerk in order to facilitate his/her performance of his/her duties. Job descriptions will be reviewed in conjunction with the evaluation process or upon request of an employee if there has been a significant change in job duties or responsibilities.

### **6.5.3 Policy Distribution**

A copy of Board of Education Policies is available to each APA/Clerk to facilitate the performance of his/her duties. Board of Education policies may be viewed and printed by going to [www.neola.com/warrenwoods-mi](http://www.neola.com/warrenwoods-mi)

Board of Education Policy topics include but are not exclusive to such subjects as harassment, behavior, use of facilities, finance issues, ethics, drug-free workplace, etc.

### **6.5.4 Telephone Location**

When a part of the job description involves the consistent use of the telephone, instruments will be located in reasonable proximity to his/her post.

### **6.5.5 Parking Facilities**

Adequate parking facilities shall be made available to APAs/clerks.

### **6.5.6 Pupil Discipline**

APA/clerical personnel will not administer disciplinary action to pupils when referred to the office for disciplinary action.

### **6.5.7 Pupil Transportation**

No APA/Clerk shall be responsible for transporting children to and from school.

### **6.5.8 Travel Pay**

APA/Clerks required to drive their personal automobiles for District business will be reimbursed for mileage at the current IRS rate.

## **6.6 EVALUATION, LEVEL REVISION, VACANCY, TRANSFER AND PROMOTION**

### **6.6.1 Evaluation Report**

Newly employed APAs/Clerks must have a written evaluation of their work performance by their immediate supervisor within one year following employment.

All APAs/Clerk will be evaluated at least once every three (3) years. The written evaluation will be given to the employee and they may choose to write an attachment to clarify any difference of perception in the evaluation.

If areas of serious concern are noted in the evaluation, a plan of improvement will be written and shared with the employee. The employee will be given a reasonable time to correct these areas.

No APA shall evaluate or type the evaluation of another APA. An APA will acknowledge receipt of an evaluation by signing and dating a disclaimer clause at the bottom of the evaluation. See Addendum A for copy of evaluation document.

### **6.6.2 New and Revised Job Descriptions and Pay Levels**

When a new job is placed in the unit or when there is a revision of any existing position, the BOARD will establish a pay level and a job description, which will include essential duties, responsibilities, education and/or experience, other skills/abilities, and a rate structure.

Upon establishment of any pay level or revision of a job description, the BOARD shall notify the UNION in writing and will meet to discuss the BOARD's action.

The BOARD agrees that the establishment of revised position descriptions shall not be used solely to disqualify incumbents from their current positions. When positions with incumbents are revised, the BOARD agrees to provide the necessary training and shall bear the cost of retraining.

### **6.6.3 Vacancy Posting**

Whenever a vacancy occurs, a new position is created, or an existing position is restructured by a change of more than five (5) hours per week or two (2) weeks per year or an existing position is restructured for more than 50% of the work week, the BOARD shall publicize the same by giving written notice to the UNION and shall provide an appropriate posting in each school building. No position shall be filled, except in case of an emergency, until the vacancy has been posted for at least seven (7) calendar days.

In the period between school closing in June and reopening in September, the BOARD shall publicize vacancies by: 1) posting as above in all buildings in which APA's/Clerks are working, 2) giving written notice to the UNION, and 3) emailing an announcement to every APA/Clerk not then employed who has, before leaving employment in June, filed with the personnel office written notice of his/her interest in receiving announcement together with an email address to which the announcement should be sent. All postings will also be mailed to any APA/Clerk on the layoff list. No vacancy shall be filled during this time except in case of

emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) calendar days.

Vacancies created by a person on leave of absence shall not be posted unless the said leave shall be for at least forty-five (45) working days. (See 6.9.6.2.d)

#### **6.6.4 Application for Vacancy**

Any APA/Clerk may apply for such vacancy. In filling such vacancy, the BOARD agrees to give equal weight to judgments concerning each applicant's 1) merit (factors such as, but not limited to, background, punctuality, stamina, efficiency, adeptness, etc.), 2) skills, ability to perform duties and possess skills and/or experience listed in the job description, 3) compatibility and 4) classification seniority.

The BOARD declares its support of a policy of promotion from within APA/Clerk staff, including promotion to supervisory and executive levels.

In the event an APA/Clerk applies for a vacancy and is not given the assignment, the BOARD agrees to provide the APA/Clerk, upon request, the reason or reasons for such refusal in writing.

#### **6.6.5 Promotion**

Insofar as practicable, all vacancies will be filled by promotional opportunities. A promotion is defined as a move to a higher classification. A clerk or APA who moves to a higher classification will be compensated an additional twenty-five cents/hr. (\$.25/hr) for those hours spent in training for the new position.

#### **6.6.6 Reduction of Work Force**

1. The BOARD agrees to make every reasonable effort to maintain the number of jobs within the unit. By June 1, the BOARD will notify the UNION of the intended positions planned for the next school year, indicating location, weeks of work and hours per day for each position. Any APA/Clerk who is laid off shall be notified at least two (2) weeks in advance, in writing, by the BOARD.

2. When a bargaining unit position in a classification is discontinued, employees in that classification in the same level or lower level(s) or classification shall use their classification seniority to (1) bump employees with less classification seniority, or (2) bump employees in lower classifications with less bargaining unit seniority, or (3) accept a layoff.
3. Employees who are bumped may use their classification seniority to (1) bump employees in the same level or lower level or classification with less classification seniority, (2) bump employees in lower classification with less bargaining unit seniority, or (3) accept a layoff.
4. It is agreed to by both the BOARD and the UNION that it is more effective to implement the concepts in paragraph 2 and 3 above in a general meeting. Therefore, the annual meeting to determine assignments shall continue whenever there are anticipated reductions.

An APA/Clerk may volunteer for layoff provided that the following are understood as condition of the layoff:

- a. The duration of the layoff could be any period of time from a week to a year.
  - b. The APA/Clerk on voluntary layoff may exercise qualification and seniority to bid on any posted positions.
  - c. The APA/Clerk on voluntary layoff may choose not to accept a recall as long as there are other laid off APAs/Clerks qualified for recall. If there are none, or none accept, then the APA/Clerk on voluntary layoff must accept the recall or resign.
  - d. In the event that the voluntary layoff lasts all year, then the APA/Clerk shall be reassigned to his/her former position at the next annual assignment meeting; however, if that assignment no longer exists, then s/he shall exercise seniority to select an assignment.
  - e. The BOARD would not agree to Unemployment Compensation Benefits for a voluntary layoff.
5. The BOARD shall assign and utilize laid-off APAs/Clerks as substitutes. These substitutes will not necessarily be assigned on a seniority or classification basis; however, effort will be made to equalize work opportunities between the laid-off APAs/Clerks who are available for work.

#### **6.6.7 Promotion Out of Unit**

Any APA who is promoted to a confidential APA or supervisory or executive position will be placed on a leave of absence for up to one year with his/her seniority frozen. If the APA does not choose to return to his/her union position after one year, s/he will relinquish his/her seniority with the Union. Any APA returning to a union position within one year will bump into the least senior position in the lowest APA level.



### **6.6.8 Recall**

Once consideration for seniority is satisfied through the posting of vacancies as prescribed in 6.6.3, Vacancy Posting, then laid-off APAs/Clerks shall be given proper recall. When a position remains open in the same classification or in a lower classification as the one from which an APA/Clerk had been laid-off, then s/he will be offered that position. Such positions will be offered in seniority order in the event of more than one (1) APA/Clerk being on layoff. The seniority ranking and date of seniority of any APA/Clerk shall not be affected by the layoff.

Notice of recall will be sent to an APA/Clerk at his/her last known address by registered or certified mail. If the APA/Clerk fails to accept, in writing, within fifteen (15) days from the date of mailing of the recall notice, s/he shall be considered a quit. The BOARD agrees to keep any APA/Clerk on the layoff list for a period of three (3) years from the effective date of layoff.

Whenever a position is posted under the conditions of 6.6.3, Vacancy Posting, such posting shall be mailed to each APA/Clerk on layoff to his/her last known address by first class mail. Any APA/Clerk on layoff may apply for any posted position under the procedure as outlined in Section 6.6.4, Application for Vacancy.

### **6.6.9 Promotion Within the Unit: Salary and Trial Period**

If a vacancy is filled by a bargaining unit member, s/he will serve a trial period of 30 working days. The APA or clerk may elect to revert to his/her former position any time before the completion of his/her trial period. The APA or clerk may be reverted to his/her former position during or prior to the conclusion of their trial period. If an APA or clerk is reverted to his/her former position, s/he will not be reverted before s/he has worked at least fifteen (15) days. The employer will, upon request, put in writing the reasons for his/her being reverted. Such reverting by the employer shall be for just cause.

### **6.6.10 Temporary Assignment**

The BOARD agrees to make every reasonable effort to utilize a substitute whenever the immediate supervisor determines that the work load requires a substitute.

### 6.6.11 Classification

1. All positions will be classified as follows:

#### Classification 1 - APA

<u>Level</u>	<u>Assignment</u>
1	PowerSchools Coordinator/Pupil Accounting Transportation Dispatcher/M & O
2	Director of Curriculum Career Technical Education & Career Development Director of Food Service Director of Special Services Elementary Principal High School Principal Middle School Principal ASC Receptionist Accounts Payable Community Education
3	Asst. Sr. High Principal Athletics Office Career Technical Education & Career Development II Enterprise High Coordinator High School Attendance High School Counseling Middle School Ass't Principal Middle School Counseling Supervisor of Special Education

#### Classification 2 - Clerks

2. Clerk

The District may have ten (10) clerks to assist current APAs with no more than three (3) assigned to any one (1) building. Postings for these positions shall include; identification of the position, building/department, number of hours per day, weeks per year, and if less than school year, posting will be noted accordingly. It is understood that this Agreement shall not effect the District's right to hire (at the beginning of the school year) student externs to perform work in these same areas. These employees shall:

- a. Work forty-five (45) or fewer hours per pay period;
- b. Pay Union dues in accordance with Article 6.2.3 of the applicable Union contract;
- c. Refer to specific contract articles that pertain to the "Clerk" classification as are stipulated as such by the reference "APA/Clerk" within the article;
- d. Not be subject to any contract provisions not specifically referenced

above, and accordingly shall not receive any fringe benefits.

3. If an employee or the Union feels that the classification of a particular position needs to be changed, a request to do this must be submitted in writing to the assistant superintendent. The assistant superintendent will review the request(s) and attempt to make a response within sixty (60) calendar days based on the following criteria:
  1. Increased technology training needed for that position.
  2. New additional duties and level of responsibility
  3. Amount of additional clerical or administrative support available in that workplace
  4. Comparison of duties with other positions in that classification
  5. Degree of confidentiality

If the Union or the affected employee is not satisfied, the assistant superintendent will convene a meeting of two Union members, one of which may be a representative of the Local, and two administrators before June 1, to review any appeal that may be made and make a report of the appeal to the administrators. The report shall include any written positions submitted to the appeal. A recommendation will be submitted to the superintendent for a final and binding decision. The Union and or affected employee will be advised in writing as to the reasons for approval or denial of the appeal.

**6.6.12 Job Sharing**

Job sharing is a concept gaining more acceptance in education. The BOARD and the UNION agree that the sharing of assignments will be done under the conditions listed below. These bargaining unit members agree to these conditions by their signatures.

1. Two APAs agreeing to share a position will submit a written request for job sharing to the Assistant Superintendent/Personnel Director. A job may be shared by semester or by days, and is a full year commitment by the APAs involved. For 52 week APAs a job share can only begin on January 1 or July 1 of a given year while for less than 52 week APA a job can only begin at the start of the APAs work year or beginning of a semester.
2. The two APAs, the supervisor involved, the Assistant Superintendent/Personnel Director and the Union recognize the importance of compatibility in a successful partnership.
3. Prior to approval, the supervisor and the APAs will have worked out the arrangements for division of duties and other responsibilities.
4. Hourly rate will be at the appropriate step for each APA as listed in the Master Agreement.
5. The BOARD will pay no more than the cost of one (1) benefit plan for one assignment.
6. The sharing APAs understand that the Michigan Teacher Retirement Board grants partial-year credit for less than full-time work.
7. Each of the sharing APAs shall be granted full district seniority credit during this assignment.
8. It is agreed that the APAs participating in the job share will be allowed to apply for all posting that will be for positions to be filled in the year following the job share or after the duration of the job share.

By their signatures the following APAs indicate an understanding and acceptance of the above listed conditions as they enter into a sharing of the \_\_\_\_\_ assignment for the \_\_\_\_\_ fiscal year.

---

Personnel Administrator	Date	APA	Date
-------------------------	------	-----	------

---

Teamster Business Agent	Date	APA	Date
-------------------------	------	-----	------

### **6.6.13 Application for Summer Substitute Employment**

Less than fifty-two (52) week bargaining unit members interested in substituting in the clerical area shall notify the Human Resources Office in writing by June 1<sup>st</sup> of their interest and availability. Employees who have given notification shall be called to substitute for unit clerical work by seniority and shall be given priority over non-unit district substitutes. If a more senior employee is unavailable, the next most senior employee will be contacted.

Bargaining unit members working as a summer substitute shall be compensated at the district's clerical substitute rate. Overtime, if applicable, will be paid in accordance with the guidelines of the Fair Labor Standards Act.

## **6.7 DISCIPLINE, DEMOTION AND DISCHARGE**

### **6.7.1 Discipline for Cause**

Discharge or demotion of any APA/Clerk shall be made only for reasonable and just cause.

Constructive criticism shall be utilized to attempt to correct the deficiency before disciplinary action is taken. No APA/Clerk shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. All disciplinary action shall be in private. Any discipline, reprimand, or reduction in rank, compensation or advantage asserted by the BOARD or any agent or representative thereof shall be subject to the grievance procedure hereinafter set forth.

Should the employee refuse to undertake the required training, (as referenced in 6.6.2) s/he may be subject to discipline as outlined in this contract.

### **6.7.2 Discharge/Suspension**

In the event any APA/Clerk shall be suspended or discharged from employment and believes s/he had been unjustly dealt with, such suspension or discharge will constitute a case to be handled in accordance with the grievance procedure.

## **6.8 RESIGNATION**

### **6.8.1 Resignation**

Any APA desiring to resign shall file a written resignation with the Superintendent at least ten (10) days prior to the effective date. Failure to do so will cancel paragraph 6.8.2.

### **6.8.2 Vacation Time Accrual**

Any APA who discontinues his/her service under the provisions of paragraph 6.8.1 does not forfeit his/her right to earned vacation time, except if s/he has been employed for less than nine (9) months.

### **6.8.3 Retirement Benefits**

1. The BOARD shall pay to the Michigan Public Schools Employees Retirement Fund the percentage of gross wage of each APA for retirement purposes that is required by law.
2. Upon retirement, death, or severance of employment due to illness, the school district shall pay \$100.00 per year for each year of service up to 30 years of service (a year of service is defined as Office of Retirement Services (ORS) earned service credit) provided an APA completes the following:
  - a. Works in the bargaining unit for the district a minimum of ten (10) years.
  - b. Be eligible for benefits under Michigan School Employees' Retirement Fund; or after having worked ten (10) years for the school district should the APA be employed by the district at the time of his/her death, her estate shall be eligible for such retirement pay; or should an APA sever his/her employment due to illness and is deemed unable to work by a qualified physician after having worked ten (10) years for the school district, s/he shall be eligible for such retirement pay.

## **6.9 LEAVES**

### **6.9.1 Leave Allowance**

One (1) day per month (or major fraction thereof) of employment, accumulating without limit, shall be allowed each APA for leave. The leave may be used as follows:

1. Personal illness
2. For illness in the immediate family (parents, children, spouse, sister, brother, individual living in the home, parents-in-law, grandchild, grandparents, brother-in-law, sister-in-law).
3. Up to four (4) days for business per year, taken in no less than one (1) hour units and preceded by twenty-four (24) hour notice except in case of emergency.

This leave, up to the full amount for the current fiscal year, plus prior accumulations, shall be available to the APA at the beginning of his/her work year or the beginning of employment.

4. Clerks working less than twelve (12) months will be allowed three (3) days per year while clerks working twelve (12) months will be allowed four (4) days per year, accumulating without limit. These days may be used for personal illness, illness in immediate family (as defined in 6.9.1.2) or up to two (2) of the days may be used for personal business per year with at least 24 hours notice except in an emergency.

The definition of a leave day earned is as follows: a Clerk who is regularly scheduled to work 4 hours per day, an earned leave day equals 4 hours. An APA scheduled to work 7 hours per day; an earned leave day equals 7 hours.

Should an APA cease to be employed because of resignation, discharge, suspension, layoff or leave and has used more days than the total of prior accumulation plus the monthly allowance to date of cessation, the excess days used will be deducted from the last pay check due the APA.

Any APA who resigns or retires shall receive a sum equal to his/her accumulated leave days times fifteen dollars (\$15). This sum shall also be paid to the beneficiary of any APA who dies while an active employee of the Warren Woods Public Schools. Any APA on layoff who is to be removed from the active layoff list shall receive a sum equal to the above listed formula.

### **6.9.2 Sick Leave Bank**

A sick leave bank will be established with contributions from the BOARD and the UNION as follows:

Each APA shall contribute one (1) day to the sick bank ledger for the 1980-81 year. The BOARD shall contribute an equal amount.

Each APA shall contribute (1) day to the sick bank ledger for the 1981-82 year. The BOARD shall contribute an equal amount.

In 2010/11 the BOARD shall contribute enough days to maintain a ledger balance of two hundred (200) days as of July 1, 2010; in 2011/12 the BOARD shall contribute enough days to maintain a ledger balance of one hundred (100) days as of July 1, 2011; in 2012/13 the BOARD shall contribute enough days to maintain a ledger balance of fifty (50) days as of July 1, 2012. In 2013/14 the sick leave bank is eliminated.

An APA must exhaust all but five (5) days of his/her personal sick leave accumulation and be absent at least twenty (20) consecutive days before s/he can request sick bank usage. The request may ask for use up to but no more than twenty-five (25) sick bank days. The request should be submitted to either the Assistant Superintendent/Personnel Director or the chief steward and must be accompanied by the attending physician's written confirmation of the illness/disability and estimated time off work.

### **6.9.3 Funeral Leave**

Up to three (3) days will be allowed for a funeral leave for death in the immediate family (as defined in 6.9.1, Paragraph 2). If days are non-consecutive, prior approval of an administrator is needed. Other days taken for funeral will be deducted from appropriate leave allowance.

#### **6.9.4 Contagious Disease**

An APA/Clerk absent from work because of mumps, scarlet fever, measles, pink eye, chicken pox, head lice, scabies or ringworm shall be allowed five (5) days absence with pay and benefits without reduction of leave allowances when contact with said contagious diseases can be reasonably attributable to the employee's work in the District.

#### **6.9.5 Minor Injury**

An APA/Clerk who is injured on duty, and who, with the agreement of his/her superior, incurs a loss of work time because of the injury shall not suffer a loss of pay or a loss of a sick day for the time lost on the day of the injury.

#### **6.9.6 Leave of Absence**

##### **1. Reason for Leave**

Applications for leave of absence without pay or benefits will be considered by the BOARD for the following reasons (exception as stipulated in 2b):

- a. Education Study: If, as decided by the Board of Education at the time of granting the leave, the leave will sufficiently increase the APA's value to the district in his/her position, regular salary increment will be given.
- b. Illness or injury: When an APA exhausts the leave allowance, including accumulated days; s/he will be automatically placed in the category of leave of absence, for illness or injury. His/her return from sick leave must be preceded by a notice in writing at least two weeks before the day s/he intends to return to work unless at the onset of the leave, notice can be given of a return within the two-week period.

If the employee is off of work on a medical leave for more than two (2) years, the employee will be terminated. The employee may apply and will be given consideration for future vacancies.

- c. Personal Leave: Personal leave for reasons other than specifically provided elsewhere in this Agreement will be considered upon written application by the APA.
- d. Holiday leave may be granted by the BOARD without pay during Christmas - New Year's week or during spring vacation, provided such leave will not unduly impair the job function.
- e. Members of the bargaining unit are qualified to participate in the Family & Medical Leave Act of 1993 provided they are eligible under the law.

##### **2. Conditions of Leave/Temporary Vacancies**

- a. All accrued sick days, vacation days and seniority will be retained during the leave. The time of the leave shall be without loss of seniority and without pay.



- b. A leave for illness or disability will have hospitalization and life insurance protection continued for the duration of the illness or disability for up to but no more than one (1) year. Other insurances will be dropped the first of the month following the beginning of the leave. Insurances will be resumed on the first of the month following return from leave.
- c. The Board may approve a personal leave for up to one year. During the leave no seniority shall accrue and upon completion of the leave the employee must return to their previous position or shall be considered to be resigned from employment.
- d. Vacancies created by a person on a leave shall not be posted unless the said leave shall be for at least forty-five (45) working days. Such vacancy will then be posted as a temporary vacancy for up to one calendar year.

Vacancies created by a less than twelve (12) month employee on a disability leave after March 15 shall not be posted and will be filled by a substitute for the remainder of that school year.

During an authorized leave of one calendar year or less, an employee's position will be regarded as frozen, exempt from transfers and postings. Upon return from an authorized leave of one calendar year or less, an employee shall return to their former position and the temporary person will revert back to the original position held prior to the temporary posting. If she/he returns after one year, she/he will be placed in a vacancy or the least senior, most comparable (in hours, benefits and classification) position. She/he may also choose any position below that point on the seniority list or a voluntary layoff. If the APA on leave terminates their employment within one (1) year or has not returned after one (1) year, the position will be posted as a permanent position and the temporary person will revert back to the original position held prior to the temporary posting.

If a temporary vacancy is filled by a person other than a permanent APA, that person shall not accrue seniority while in the position. However, that person will be eligible for benefits per the contract, after completion of a sixty (60) calendar day probationary period provided the position is eligible for benefits and the person on leave has waived benefit coverage (benefits for 1 person per position).

- e. The BOARD shall have these options for filling a vacancy of less than forty-five (45) work days:
  - 1) Transfer an APA into the vacancy with mutual consent.
  - 2) Promoting an APA into the vacancy with mutual consent.
  - 3) Filling the vacancy with a substitute.
  - 4) Sub-contract the work or pay higher than the substitute rate.
- f. Applications will be in writing and will indicate the reasons for the

leave, and the beginning and ending dates of the leave requested. Requests for leave, or extension of leave must be submitted at least two (2) weeks before the leave will begin or have to be extended, except in cases of emergency.

- g. A BOARD-approved leave or a BOARD-approved extension of a leave shall be for no less than two (2) weeks and no more than for one (1) calendar year. An employee on leave shall be considered terminated if s/he cannot return to work after two (2) years from the date of the original leave of absence.

### **6.9.7 Worker's Compensation**

- A. Any APA/Clerk who is absent because of an injury, illness or disease compensable under the Michigan Worker's Compensation Act will follow these guidelines to receive payment while absent:
  1. Once an employee is eligible to receive Worker's Compensation checks, the check will be mailed directly to the employee.
  2. The employee will receive a check from Warren Woods, as long as they have accumulated sick days, for the difference needed to equal the regular pay amount. The MIP contribution will be taken out of that. Sick leave would be deducted at a proportional rate until such time as all of the employee's accumulated sick leave has been exhausted, at which time, if eligible, application can be made to the sick leave bank. Remuneration will be made from the sick bank in the same manner as outlined above. The accumulated sick days and the sick bank shall be charged only for that portion in excess of the compensation payment. If the employee uses up all their sick days, they will then be responsible for their own MIP contributions.
  3. If the employee chooses not to use accumulated sick days while on Worker's Compensation, they must notify the district of their intent. If the employee does not use sick days, they will then be responsible for their own MIP contribution.
- B. Income protection under the Michigan Worker's Compensation Act will not commence until the employee is off duty for seven (7) consecutive calendar days. Up until that time, sick leave days will be deducted. If an employee is off for fourteen (14) consecutive days as the result of the alleged injury or sickness, all deducted sick leave days would be deducted at a proportional rate until such time as all of the employee's accumulated sick leave has been exhausted. The accumulated sick days shall be charged only for that portion in excess of the compensation payment.
- C. Employees will lose no time or pay and will not be charged any sick leave for any required visits or return visits to the employer's medical clinic or employee's treating physician. It is expected that follow-up doctor visits, therapy, etc. will be scheduled after work hours when appointments are available.

- D. An employee on worker's compensation leave shall be considered terminated if s/he cannot return to work after two (2) years from the date of the original leave.

#### **6.9.8 Jury Duty**

Any APA/Clerk who serves on Jury duty will receive his/her regular pay; s/he will turn into the Business Office any remuneration s/he receives from the court for jury service. Absence with pay not chargeable against any allowance shall be granted when an APA/Clerk is subpoenaed as a witness.

#### **6.10 INSURANCES**

The BOARD shall provide these insurance protection plans for each APA and his/her eligible dependents, provided that s/he registers for said coverage.

Each of these insurances shall apply to seniority APAs.

#### **6.10.1 Life Insurance**

1. The BOARD shall provide group life insurance protection in the amount of \$30,000 that will be paid to the APA's designated beneficiary. The insurance will pay double the specified amount in the event of accidental death and will pay specific benefits as designated in the policy for dismemberment.
2. Life Insurance for dependents in an amount not exceeding one-half (1/2) of the APA's benefit shall be available at the APA's expense. Optional additional life insurance for dependents may be purchased at the APA's own expense.
3. The BOARD shall provide term life insurance in the amount of \$4,000 that will be paid to the APA's designated beneficiary. This coverage shall be for those APAs who retired and qualify for retirement benefits under the Michigan Public School Employees Retirement System. An additional \$4,000 of AD & D insurance is also provided for each APA.

APA's hired after December 31, 2008 will reimburse the District for payment of premiums for retiree term life insurance.

## 6.10.2 Hospitalization

The plan available to employees is the same plan in place for District administrators.

The amounts listed below become the caps in determining the maximum amount the Board will pay for hospitalization each month.

For APAs hired before July 1, 1987: (Employee pays maximum 10% increase)

1P	650
2P	828
FF	959

For APAs hired after 7/1/87 there is a \$650 cap for 2010/2011 and 2011/2012. The cap becomes \$675 in years 2012/2013 and 2013/2014.

If the rate for the plan exceeds the amount that the Board will pay, the employee may have the additional cost deducted through payroll deduction.

APAs who choose not to take any hospitalization plan will receive \$1,500 per year paid in two (2) lump sums of \$750 payable in December and June.

### 6.10.3 Long-Term Disability Insurance

The BOARD will pay the premium for an insurance policy which will provide payment of sixty-six and two-thirds percent (66 2/3 %) of an APA's monthly earnings maximum of \$3,333 per month if s/he is off work because of accident, injury or illness, provided the APA normally works thirty (30) hours or more per week, with payment to begin after sixty (60) days and continuing as required to age 65. This coverage shall apply to all seniority APA's. Benefit eligibility is determined by the insurance company.

### 6.10.4 Dental Insurance

The BOARD will pay the premium for a dental insurance for each APA and his/her eligible dependents. This coverage shall include:

Class I 80% benefit paid for Preventive & Diagnostic Care.

Class II 80% benefit paid for Basic Restorative Care.

Class III 80% benefit paid for Major Restorative Care.

Class IV 50% benefit paid for Orthodontia services, lifetime maximum \$500.

With \$1,000 maximum per year per person Class I, II, and III expenses.

### 6.10.5 Optical Insurance

The BOARD will pay the premium for optical insurance protection for each APA and his/her eligible dependents. The limit on annual premium for this protection shall be \$3,500.

This coverage shall include:

<b><u>Benefit</u></b>	<b><u>In-Network</u></b>	<b><u>Out-of-Network</u></b>
Examination Copay	\$0	N/A
Materials Copay	\$0	N/A
Exam	Covered in Full	\$45 allowance
Single Vision Lenses	Covered in Full	\$32 allowance
Bifocal Lenses	Covered in Full	\$55 allowance
Trifocal Lenses	Covered in Full	\$65 allowance
Lenticular Lenses	Covered in Full	\$80 allowance
Contact Lenses (Retail Allowance)		
Elective	\$120 allowance	\$100 allowance
Therapeutic	Covered in Full	\$210 allowance
Frame (Retail Allowance)	\$110 allowance	\$61 allowance

The plan will provide for exam, lens, and frames every 24 months.

#### **6.10.6 TB Test**

The BOARD will pay the fee for the TB test which is required for each new employee.

### **6.11 CONTINUING EDUCATION**

#### **6.11.1 Conferences**

All APA/Clerks are eligible to attend meetings and conferences at the expense of the BOARD without loss of pay, benefits or allowance days pending the approval of the Superintendent or his/her designee.

#### **6.11.2 In-Service**

The Board of Education will absorb the cost of training an individual for a new program instituted by the BOARD, and will consider the payment of expenses an APA/Clerk may incur in upgrading skills cited in the APA/Clerk job description.

### **6.12 PERSONNEL FILE**

**6.12.1** Each APA/Clerk shall have the right upon request to review the contents of his/her own personnel file in regard to evaluation reports and anecdotal records except pre-employment evaluations. A representative of the Union may accompany the APA/Clerk in this review. Each APA/Clerk will be notified upon the inclusion of any evaluation reports or anecdotal records in his/her own personnel file.

### **6.13 GRIEVANCE**

A "Grievance" shall mean a complaint by an APA/Clerk in the bargaining unit or a group of APAs/Clerks, based upon an event, conditions, or circumstances under which an APA/Clerk works, allegedly caused by misinterpretation or inequitable application of established policy, or that s/he or they have been treated unfairly or in a manner inconsistent with the provisions of this agreement or any subsequent agreement entered into pursuant to this Agreement.

An "Aggrieved Person" is the person or persons making the claim, or the Unions' Representative filing the grievance.

A "Party in Interest" is the person or persons making the claim and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

The term "Days" when used in this section shall, except where otherwise indicated, mean working days.

The term "Days" shall mean calendar days if the grievance is filed on or after May 15. The time limits shall be reduced in order to affect a solution to the end of the school year or as soon thereafter as is practicable.

Any party in interest may be represented at all meetings and all hearings at all steps and stages of the grievance and/or arbitration procedure by another APA/clerk or by the Union. Provided, however: That the party in interest may in no event be represented by an officer, agent or other representative of any APA/Clerk Organization other than the Teamsters State, County and Municipal Employees, Local 214.

Nothing contained herein shall be construed to prevent any individual APA/Clerk from presenting a grievance and having the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment. The Board further agrees to provide immediately to the Union a copy of all such grievances lodged and the decision rendered relative to such grievance, together with the supporting reasons for the decision.

The acceptance of a decision rendered shall constitute a waiver of any future appeal concerning the particular grievance. Provided, that new information or evidence is obtained which was not previously known to the APA/Clerk but which influenced the disposition of the grievance. Such new information in evidence shall constitute grounds to reopen the grievance procedure. Provided further, that failure to honor a decision mutually reached shall constitute grounds for reopening the grievance at the next level.

If in the judgment of the Union a grievance affects a group of APAs/Clerks, the Union may process the grievance through all levels of the grievance in writing to the Superintendent directly and the processing of such a grievance shall be commenced at level Three. The Union may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so.

Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit shall permit the Union to proceed to the next step of the procedure.

Failure to appeal a decision within a specified time limit shall be deemed an acceptance of the decision.

Failure to file a grievance within five (5) days of the event of the time an APA/Clerk would logically become aware of the grievance shall bar the filing of the grievance.

It shall be the general practice of all parties in interest to process grievance procedures during such time as to not interfere with regular assigned duties. Provided, however: In the event it is deemed necessary or it is requested as a matter of convenience by the Board's representative to hold proceedings during the regular working hours, an APA/Clerk engaged during the school day in negotiating in his/her own behalf or in the behalf of the Union with any representative of the Board, or participating in any grievance procedure, including arbitration, shall be released from regular duties without loss of salary or any other leave.

It is important that grievances be processed as rapidly as possible. The number of days at each level should be considered as maximum and every effort should be made to expedite and process, provided, however: Time limits may be extended when mutually agreed upon in writing.

Only documents, communications, and records dealing with the processing of a grievance filed by an individual may be filed in the personnel files of the individual.

**LEVEL ONE:** The APA/Clerk with a grievance shall first discuss the matter with his/her immediate supervisor or principal, either directly or through Union Representative, with the object of resolving the matter informally.

**LEVEL TWO:** In the event that the APA/Clerk is not satisfied with the disposition of his/her grievance at Level One, s/he shall file the grievance in writing to the Supervisor and the Union. If the Union decides to support the grievance, the Union will meet with the Supervisor within five (5) work days in an attempt to solve the problem. The Supervisor shall issue a written decision within five (5) work days of the meeting. Copies shall be provided the aggrieved person and the Union. If it is decided that the decision is unsatisfactory, the grievance shall be referred in writing to the Superintendent or his designee within five (5) work days after receipt of the supervisor's written response on the grievance.

**LEVEL THREE:** Within five (5) work days after receipt of the written grievance by the Superintendent of Schools or his designee, he and/or his representative shall meet with the Union to consider the problem and to resolve it.

**LEVEL FOUR:** In the event the grievance is not settled in Step 3, the Union shall have thirty (30) days in which to submit the same to binding arbitration in accordance with the procedure set forth below or the Teamsters Local 214 Grievance Panel for its review. Notice of its intent to proceed to the Grievance Panel must be submitted to the employer in writing. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have thirty (30) days after the Panel's decision to submit the matter to arbitration in accordance with this procedure set forth below. If the grievance is not so submitted within thirty (30) days, it will be considered closed on the basis of the last disposition.

**Arbitration Procedures:**

If the parties cannot agree as to the arbitrator, they shall turn to the Federal Mediation and Conciliation Service and act in accordance with American Arbitration Association rules, which shall likewise govern the arbitration proceedings. Neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to



the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, or any rule, order or regulation of the Board.

Both parties agree to be bound by the award of the arbitrator and further agree that the decision of the arbitrator is final and no further action will be taken. Each side will bear the full cost for its side of the arbitration. Each shall share equally the general cost of arbitration. Each shall share equally the general cost of arbitration, including the fee of the arbitrator. In the event a grievance is upheld and/or modified as a result of arbitration or settlement, no claim for back pay or other benefits based thereon shall exceed the pay and other benefits to which the grievant would have been entitled except for the grievance disposition.

## **6.14 STEWARDS**

### **6.14.1 Stewards**

There shall be a Chief Steward, Steward and alternate Steward elected by the Union. The Union shall within two (2) weeks of the date of signing of this Agreement provide the Board in writing a list of these Union's representatives, employed by the Board, who are authorized to make commitments for the Union. The Union shall notify the Board in writing of any changes of their representatives during the term of this Agreement.

### **6.14.2 Function with Grievances**

The Stewards, during their working hours may investigate grievances and present grievance to the Board for up to one (1) hour per day without loss of time or pay. Additional time may be granted by the Superintendent or his delegate. The time taken for this function must not be periods which impair the efficiency of the Steward's job function or that of the aggrieved. The Steward must notify his/her immediate supervisor that s/he will be absent on business before leaving his/her post.

### **6.14.3 Function with Special Union Conference**

Special conference will be held at the request of either party. Such meetings shall be between the Stewards, non-employee representatives of the Union, and representatives of the Board.

Arrangements for Special Conferences shall be made in advance and an agenda of matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Special Conferences shall be confined to those matters included in the agenda and shall be scheduled within ten (10) working days after the request is made. A written summary of the meeting will be prepared and approved by both parties.

The Stewards shall be allowed up to one (1) hour each during their working hours without loss of pay for time spent in special conferences, unless in the judgment of the administration additional time can be allowed without penalty.

The Union representatives may meet, upon written notification, at a place designated by the employer, on the employer's property for not more than half (1/2) hour preceding the special conference.

## **6.15 CONTRACT CONTINUATION**

### **6.15.1 Maintenance of Benefits**

The employer agrees that all conditions of employment relating to general working conditions and benefits will be maintained at not less than the highest minimum standard in effect at the time of the signing of this Agreement if such conditions are within the reasonable control of the employer.

### **6.15.2 Savings Clause**

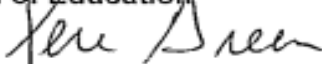
Should any part hereof of any provision herein contained be rendered or declared invalid by reason of existing or subsequent enacted legislation, or by decree of a court of competent jurisdiction, the remainder of this agreement shall not be affected, and such part or portion of this agreement, which is invalidated as aforesaid, shall be subject to immediate negotiation.

## DURATION OF AGREEMENT

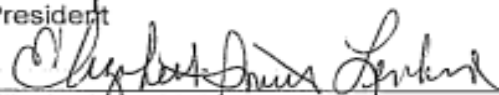
### DURATION OF AGREEMENT

1. This agreement shall be in full force and effect from July 1, 2010 to and including June 30, 2014 and shall be automatically renewed in full force and effect through June 30 of each succeeding year thereafter unless written notice of desire to cancel or terminate the agreement on a June 30 date is served by either party upon the other at least ninety (90) days prior to the date of expiration. Such notice of cancellation or termination may be served within the ninety (90) day period prior to the date of expiration in which case the date of expiration shall then become the ninety-first (91st) day following such notice.
2. It is further provided that when the intent of the parties is to continue the agreement, but also to negotiate changes or amendments to this agreement, this agreement shall be automatically renewed in full force and effect through June 30 of each succeeding year unless written notice of a desire to amend the contract is served by either party upon the other within ninety (90) days of the date of expiration.

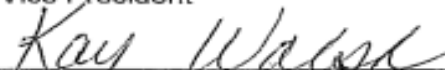
#### **Warren Woods Public Schools Board of Education**



Jere Green  
President



Elizabeth Smith Lenhard  
Vice President



Kay Walsh  
Secretary



Donald Marx  
Treasurer

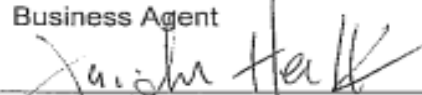


Stacey Deneweth-Fici  
Superintendent

#### **Teamsters State, County, & Municipal Employees Local 214**



Allen A. Lewis  
Business Agent



Jacquelyn Herbart  
Chief Steward

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## “ADDENDUM A”

DEVELOPED 11/08

### WARREN WOODS PUBLIC SCHOOLS Administrative Professional Assistant/Clerical Performance Assessment

Employee Name: _____ Date: _____	
_____	
Building: _____	Position: _____
_____	
Please check all that apply:	Conference Date: _____
<input type="checkbox"/> Probationary	Assessment Date: _____
<input type="checkbox"/> Non-Probationary	
<input type="checkbox"/> Job description - reviewed and current	

#### Purpose

The purpose of the assessment process is to improve performance and communication between the employee and the administrator.

#### Timelines

**New Employees** - A new employee or a person in a new position will be formally assessed during the first thirty (30) days of employment in that position. A new employee or a person in a new position will be formally assessed again within one (1) year following employment or service within a new position.

**All Employees** - All employees will be formally assessed at least once every three (3) years.

#### Process

The assessment process steps are:

1. Secretarial/clerical employee self-assessment.
2. Administrator separately assesses secretarial/clerical employee.
3. A conference is held to compare the two assessments
4. A final assessment is written by the administrator and reviewed with the secretarial/clerical employee.
5. The secretary/clerk may choose to write an attachment of clarification.
6. Final signed assessment will be placed in the employee's personnel file.

## SUPPORT STAFF EVALUATION

---

EMPLOYEE

---

SCHOOL

---

DATE

### JOB EFFECTIVENESS

1. **Knowledge of Work**

- a) Requires constant assistance or supervision
- b) Demonstrates minimal knowledge of job requirements
- c) Demonstrates acceptable knowledge of job requirements
- d) Seldom requires additional assistance or supervision
- e) Demonstrates superior knowledge of job requirements

2. **Quantity of Work**

- a) Completes an insufficient amount of work in time allotted
- b) Completes an amount of work that is less than would be expected
- c) Completes an appropriate amount of work in time allotted
- d) Completes more work than would be expected
- e) Consistently completes an amount of work beyond expectations

3. **Quality of Work**

- a) Quality of work is consistently unacceptable
- b) Quality of work is occasionally unacceptable
- c) Quality of work is acceptable
- d) Frequently produces a quality of work above what would be expected
- e) Consistently produces superior quality of work

4. **Communications**

- a) Fails to communicate
- b) Occasionally communicates partial information
- c) Communicates when necessary
- d) Communications are clear and consistent
- e) Shares ideas and knowledge consistently

5. **Problem Solving Skills**

- a) Requires constant direction and supervision
- b) Frequently requires some direction and supervision
- c) Occasionally requests some direction and supervision
- d) Seldom requires direction and supervision
- e) Requires no direction or supervision

## **INTERPERSONAL CHARACTERISTICS**

### 1. **Relationships with Other Employees**

- a) Interacts poorly with other employees
- b) Requires improvement in cooperation and goodwill with other employees
- c) Establishes positive relationships with others
- d) Frequently promotes cooperation and goodwill with other employees
- e) Consistently promotes cooperation and has a positive effect on other employees

### 2. **Interaction with Community** \_\_\_\_\_ **N/A**

- a) Displays poor interpersonal skills
- b) Requires improvement in cooperation and goodwill
- c) Displays a business-like approach
- d) Establishes positive relationships

### 3. **Interaction with Students** \_\_\_\_\_ **N/A**

- a) Consistently inappropriate or unacceptable manner
- b) Interacts with students in an ineffective manner
- c) Interacts effectively with students in an appropriate manner
- d) Consistently works to improve relationships with students
- e) Consistently demonstrates superior interpersonal skills with students

### 4. **Team Concept**

- a) Fails to support the concept of teamwork
- b) Utilizes teamwork strategies only when directed to do so
- c) Utilizes a "team" concept to support organizational goals
- d) Frequently promotes team concept to others
- e) Consistently utilizes and promotes a team concept to further organizational goals

### 5. **Responsibility**

- a) Requires constant supervision
- b) Rarely accepts responsibility or performs without supervision
- c) Requires normal supervision and is as responsible as required
- d) Needs little supervision and accepts more responsibility than requires
- e) Requires no supervision and accepts all the responsibility

### 6. **Dependability**

- a) Requires constant supervision to perform daily routine correctly
- b) Occasionally misses necessary task
- c) Rarely misses necessary task and is reliable
- d) Outstanding reliability and job is always completed correctly

## **PERSONAL CHARACTERISTICS**

### 1. **Punctuality**

- a) Frequently arrives late to work
- b) Occasionally arrives late to work
- c) Consistently arrives to work on time
- d) Adjusts hours to meet needs
- e) Consistently devotes additional time

### 2. **Attendance**

- a) Frequently absent
- b) Average attendance
- c) Seldom absent
- d) Always present

\_\_\_\_\_ Total days absent between \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

### 3. **Initiative**

- a) Consistently requires supervision to set work priorities
- b) Periodically requires supervision to set work priorities
- c) Starts and completes most tasks with little or no supervision
- d) Frequently displays extra initiative
- e) Consistently looks for opportunity to show initiative

### 4. **Attitude**

- a) Frequently complains and demonstrates a negative attitude
- b) Completes job requirements with little enthusiasm
- c) Completes job responsibilities in a positive manner
- d) Approaches all aspects of job with a positive attitude

### 5. **Effective Use of Time**

- a) Consistently does not get work done
- b) Occasionally does not get work done
- c) Work is always completed
- d) Handles interruptions and emergencies well while still completing assigned work
- e) Anticipates needs and coordinates work

### 6. **Eye for Improvement**

- a) Notices problems but passes them up
- b) Makes some suggestions or corrections
- c) Is always trying to make improvements
- d) Doesn't miss an opportunity for improvement

### 7. **Decision Making**

- a) Seldom makes a decision
- b) Difficulty making independent decisions
- c) Frequently makes appropriate decisions
- d) Always knows then and how to make appropriate decisions

(SCHOOL DISTRICT)

Evaluation of Non-Teaching Employee

For the \_\_\_\_\_ school year.

Name: \_\_\_\_\_

Assignment: \_\_\_\_\_

.....  
Discuss this employee's strengths:

Discuss areas in which this employee needs improvement:

Recommendation for future service:

_____	_____	_____	_____
Employee Signature	Date	Evaluator Signature	Date
		_____	_____
		Principal Signature	Date

**Note: The employee's signature means the employee has read the evaluation. It does not necessarily mean the employee is in agreement with the evaluation. The employee is welcome to attach his/her own written comments.**

Distribution of signed Assessment:  
Original - Personnel  
Copies - Employee  
Administrator



## INDEX

<p><b>ADDENDUM A</b> 36</p> <p><b>ADMINISTRATIVE PROFESSIONAL</b></p> <p style="padding-left: 20px;"><b>ASSISTANT (APA)/CLERKS RIGHTS</b> 4</p> <p>Agency Shop 5</p> <p>Application for Summer Substitute Employment 21</p> <p>Application for Vacancy 15</p> <p>Classification 3, 6, 7, 18</p> <p><b>COMPENSATION</b> 2, 7</p> <p>Compensation July 1, 2010 – June 30, 2014 for Employees hired <u>on or after July 1, 2010</u> 7</p> <p>Compensation July 1, 2010 – June 30, 2014 for Employees hired <u>prior to July 1, 2010</u> 7</p> <p>Conferences 30</p> <p>Contagious Disease 24</p> <p><b>CONTINUING EDUCATION</b> 30</p> <p><b>CONTRACT CONTINUATION</b> 34</p> <p>Copies of Collective Bargaining Agreement (CBA) 6</p> <p>Dental Insurance 29</p> <p><b>DISCIPLINE, DEMOTION AND DISCHARGE</b> 21</p> <p>Division of Labor 13</p> <p>Dues Deduction 5</p> <p><b>DURATION OF AGREEMENT</b> 35</p> <p>Evaluation Report 14</p> <p><b>EVALUATION, LEVEL REVISION, VACANCY, TRANSFER AND PROMOTION</b> 14</p> <p>Experience 10</p> <p>Function with Grievances 33</p> <p>Function with Special Union Conference 33</p> <p>Funeral Leave 23</p> <p><b>GRIEVANCE</b> 30</p> <p>Holidays 8</p> <p>Hospitalization 28</p> <p><b>HOURS OF WORK</b> 12</p> <p>Increment Dates 11</p> <p>In-Service 30</p> <p><b>INSURANCES</b> 27</p> <p>Job Description 2, 13</p> <p>Job Sharing 20</p> <p>Jury Duty 27</p> <p>Leave of Absence 24</p> <p><b>LEAVES</b> 22</p> <p>Life Insurance 27</p> <p>Longevity 8</p> <p>Long-Term Disability Insurance 29</p>	<p>Lunch Period 12</p> <p>Maintenance of Benefits 34</p> <p>Minor Injury 24</p> <p>New and Revised Job Descriptions and Pay Levels 14</p> <p>No Strike Provision 4</p> <p>Non-Discrimination 5</p> <p>Optical Insurance 29</p> <p>Parking Facilities 13</p> <p>Pay Option 11</p> <p>Personal Property Damage 11</p> <p><b>PERSONNEL FILE</b> 30</p> <p>Policy Distribution 13</p> <p>Presence in Building 12</p> <p>Private Life 5</p> <p>Probation and Seniority 5</p> <p>Promotion 15</p> <p>Promotion Out of Unit 16</p> <p>Promotion Within the Unit: Salary and Trial Period 17</p> <p>Pupil Discipline 13</p> <p>Pupil Transportation 13</p> <p>Recall 17</p> <p><b>RECOGNITION</b> 4</p> <p>Recognition Clause 4</p> <p>Reduction of Work Force 15</p> <p>Relief Time 12</p> <p><b>RESIGNATION</b> 21</p> <p>Retirement Benefits 22</p> <p>Safety 6</p> <p>Savings Clause 34</p> <p>Sick Leave Bank 23</p> <p><b>STEWARDS</b> 33</p> <p>Substitute Pay 8</p> <p><b><u>SUPPORT STAFF EVALUATION</u></b> 37</p> <p>TB Test 30</p> <p>Telephone Location 13</p> <p>Temporary Assignment 17</p> <p>To Information 5</p> <p>To Use Facilities 4</p> <p>Travel Pay 13</p> <p>Vacancy Posting 14</p> <p>Vacation Time Accrual 21</p> <p>Vacations 2, 9, 10</p> <p><b><u>WITNESSETH</u></b> 4</p> <p><b>WORK LOADS AND ASSIGNMENTS</b> 13</p> <p>Worker's Compensation 26</p>
---	--