

MASTER AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF
WHITEFORD AGRICULTURAL SCHOOLS
AND THE
WHITEFORD ADMINISTRATIVE ASSISTANTS' ORGANIZATION

JULY 1, 2010 – JUNE 30, 2013

TABLE OF CONTENTS

1
2
3 WITNESSETH 1
4 ARTICLE I – RECOGNITION 1
5 ARTICLE II – EMPLOYEES’ RIGHTS..... 1
6 ARTICLE III – BOARD’S RIGHTS..... 2
7 ARTICLE IV – CLASSIFICATION AND WAGES 3
8 ARTICLE V – HOLIDAYS 3
9 ARTICLE VI – OVERTIME..... 4
10 ARTICLE VII – VACATION TIME 4
11 ARTICLE VIII – HOURS OF WORK..... 5
12 ARTICLE IX – INCLEMENT WEATHER/SCHOOL DISTRICT FACILITY MECHANICAL
13 PROBLEMS 5
14 ARTICLE X - RESPONSIBILITY 6
15 ARTICLE XI – VACANCIES AND SENIORITY..... 6
16 ARTICLE XII – DISCHARGE 6
17 ARTICLE XIII – RESIGNATION..... 6
18 ARTICLE XIV – STIPENDS 6
19 ARTICLE XV – SICK LEAVE, FAMILY ILLNESS, BEREAVEMENT LEAVE 7
20 ARTICLE XVI – LEAVE OF ABSENCE 7
21 ARTICLE XVII – INSURANCE COVERAGES 8
22 ARTICLE XVIII – RETIREMENT BENEFITS 9
23 ARTICLE XIX – GRIEVANCE PROCEDURE..... 10
24 ARTICLE XX – WORKING CONDITIONS 10
25 ARTICLE XXI - DURATION 12

26
27

1 **THE COLLECTIVE BARGAINING AGREEMENT OF THE**
2 **WHITEFORD BOARD OF EDUCATION AND THE WHITEFORD**
3 **ADMINISTRATIVE ASSISTANTS ORGANIZATION**
4

5 This agreement will be entered into this August 13, 2012, by and between the Board of Education of the
6 Whiteford School District, hereinafter called the "Board" and the Whiteford Administrative Assistants'
7 Organization, hereinafter called the "Association."
8
9

10 **WITNESSETH**
11

12 Whereas the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965
13 to bargain with the recognized organizations as the representative of its administrative assistant
14 personnel with respect to hours, wages, and terms and conditions of employment.
15

16 In consideration of the following mutual covenants, it is hereby agreed as follows:
17
18

19 **ARTICLE I – RECOGNITION**
20

- 21 A. The Board hereby recognizes the Association as the exclusive bargaining representative as
22 defined in Act 379, Public Acts of 1965, for all full-time administrative assistants and part-time
23 administrative assistants working more than 20 hours per week and general clerical workers
24 engaged in secretarial and clerical work.
25
26 B. All personnel represented by the Association in the above-defined bargaining unit shall, unless
27 otherwise indicated, hereinafter be referred to as “administrative assistants” and references to
28 female personnel shall include male personnel.
29
30 C. The Board agrees not to negotiate with any administrative assistants organization other than the
31 Association for the duration of this agreement.
32
33

34 **ARTICLE II – EMPLOYEES’ RIGHTS**
35

- 36 A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every administrative
37 assistant shall have the right freely to organize, join, and support the Association for the purpose
38 of engaging in collective bargaining or negotiation and other concerted activities for their mutual
39 aid and protection. As a duly elected body exercising governmental power under cover of law of
40 the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly
41 discourage or deprive or coerce any administrative assistant in the enjoyment of any rights
42 conferred by said Act 379 or other laws of Michigan or the Constitution of Michigan and the
43 United States, that it will not discriminate against any administrative assistant with respect to
44 hours, wages, or any terms or conditions of employment by reason of her/his membership in the
45 Association, her/his participation in any activities of the Association, or collective professional
46 negotiations with the board, or her/his institution of any grievance, complaint, or proceeding under
47 this agreement or otherwise with respect to any terms or conditions of employment.
48

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

20 ARTICLE III – BOARD’S RIGHTS

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

1 C. The Board shall continue to have the exclusive right to establish, modify or change any conditions
2 except those covered by provisions of this master Agreement.
3
4

5 **ARTICLE IV – CLASSIFICATION AND WAGES**
6

7 Class I - Administrative assistant to the principal with word processing skills, authorized four
8 weeks before and four weeks after the school calendar, and forty (40) hours per week.
9

10 Class II Administrative assistant II – Responsibility and hours to be approved by the Board of
11 Education and administration.
12

13 <u>Classification:</u>	<u>2010 – 2011</u>	<u>2011- 2012</u>	<u>2012 - 2013</u>
14 Class I	18.58	18.58	18.20
15 Class II	14.25	14.25	14.00

16
17
18
19 For current administrative assistants new to a position or classification after June 30, 2012 classification
20 and wages will be:
21

22 Class I	16.75	Class II	13.25
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23
24 For administrative assistants hired after July 1, 2012 classifications and wages will be:
25

26 Class I	15.75	Class II	12.75
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27
28 New administrative assistants will serve a ninety (90) workday probation period. Probationary
29 employees will be entitled to no benefits of any kind until they have completed the ninety (90) workday
30 probationary period.
31
32

33 **ARTICLE V – HOLIDAYS**
34

35 Full-time employees
36

37 Full-time employees shall be entitled to the following paid holidays. Full-time employees are those
38 who work forty (40) hours per week. Employees must work the day before and day after a holiday
39 to receive holiday pay unless approval is obtained from supervisor and/or superintendent or absence
40 is due to illness, family illness, or bereavement.
41

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

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

1
2 ** If school is in session on Presidents' Day and/or Martin Luther King, Jr. Day, employees will be
3 required to work without receiving additional holiday pay.
4

5 Employees on leave of absence without pay shall not be paid for holidays occurring during said leave.
6

7 Part-time employees
8

9 Other employees shall be entitled to the following paid holidays:
10

11 Labor Day*	Martin Luther King, Jr. Day**	Memorial Day
12 Thanksgiving	Presidents' Day**	
13 Day after Thanksgiving	Good Friday	

14
15 Employees must work the day before and day after a holiday to receive holiday pay unless approval is
16 obtained from supervisor and/or superintendent or absence is due to illness, family illness, or
17 bereavement.
18

19 * Employees working on the scheduled work day preceding Labor Day will receive a paid holiday for
20 this day.
21

22 ** If school is in session on Presidents' Day and/or Martin Luther King, Jr. Day, employees will be
23 required to work without receiving additional holiday pay.
24

25 Employees on leave of absence without pay shall not be paid for holidays occurring during said leave.
26
27

28 **ARTICLE VI – OVERTIME**
29

30 A. Overtime is defined as time assigned and worked beyond forty (40) hours per week.
31

32 Overtime work will be compensated for at one and one half (1-1/2) times the employee's regular
33 hourly rate, and two and one half (2 1/2) times the regular hourly rate for work on Sundays or
34 holidays.
35

36 B. A minimum of two (2) hours overtime credit will be paid for call back for evening, Saturday,
37 Sunday, or holiday work which is authorized even if less than two (2) hours of service is rendered.
38
39

40 **ARTICLE VII – VACATION TIME**
41

42 A. Administrative assistants working at least forty (40) hours per week shall have vacation days
43 according to the following schedule:
44

45 1 year.....	1 week
46 2 – 6 years	2 weeks
47 7 – 12 years	3 weeks
48 13 years	4 weeks

1 All employees' vacation days are capped at twenty (20) with the exception of Dee Levis who is
2 capped at the amount of vacation time she has earned as of July 1, 2012. No more than fifteen
3 (15) working days to be taken during days of student instruction.
4

- 5 B. Employees working less than thirty-five (35) hours per week will not earn vacation time. Those
6 working between thirty-five (35) and thirty-nine (39) hours per week will have vacation time
7 prorated.
8
- 9 C. The term "days" when used in this section shall be working days.
10
- 11 D. Administrative assistants desiring to use vacation time during the school year shall notify the
12 principal on the form provided by the board at least three (3) work days in advance of the
13 anticipated absence, except in cases of emergency. In cases of emergency, the administrative
14 assistant shall notify as soon as possible.
15

16 ARTICLE VIII – HOURS OF WORK

- 17
- 18
- 19 A. The hours of regularly scheduled work days shall be established by the administration and shall
20 not exceed eight (8) hour per day for any classification. The normal work week shall not exceed
21 forty (40) hours per week, Monday through Friday, for any classification. The time worked
22 beyond forty (40) hours per week shall be paid at the overtime rate, which shall be one and one (1
23 1/2) times the employee's regular hourly rate. Any overtime must be preapproved by the
24 superintendent.
25
- 26 B. The administration reserves the right, as operational needs and conditions require, to establish and
27 change hours of work, shifts and schedule of hours in cases of emergency, such as: fire, tornado,
28 flood, or explosion that directly affects operational procedure of the school.
29
- 30 C. All administrative assistants shall be entitled to a duty free, uninterrupted thirty (30) minute lunch
31 period.
32
- 33 D. Administrative assistants who work at least forty (40) hours per week will be provided a fifteen
34 (15) minute relief time in the morning and in the afternoon. Employees working less than forty
35 (40) hours will have relief time prorated.
36

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

- 39
- 40
- 41 A. On extremely hazardous driving days when school has been delayed or called off, administrative
42 assistants will be given one-and-a-half (1.5) hours of lee-way to report to work before being
43 docked providing notification is given.
44
- 45 B. Should a school day be called off because of inclement weather, it is understood that a personal
46 business day may be used in the event it is impossible for an administrative assistant to get to
47 work.
48

1 **ARTICLE X - RESPONSIBILITY**

2
3 Administrative assistants shall be directly responsible to their immediate supervisor, their assistant, and
4 all administrators so designated by the superintendent of schools.
5

6
7 **ARTICLE XI – VACANCIES AND SENIORITY**

8
9 The Board of Education will set the qualifications for vacancies which occur. Vacancies will be posted.
10 When vacancies occur preference of assignment will be given to employees with the highest
11 qualifications for that position.
12

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

15
16 **ARTICLE XII – DISCHARGE**

17
18 An administrative assistant facing discharge shall be given:

- 19
20 A. Verbal notice with a chance to correct the reason – 1st offense.
21
22 B. Written notice with a chance to correct the reason – 2nd offense.
23
24 C. If the administrative assistant fails to respond to the verbal and written notice to correct the
25 problem, then two weeks notice in writing will be given for their discharge.
26
27

28 **ARTICLE XIII – RESIGNATION**

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

39 **ARTICLE XIV – STIPENDS**

- 40
41 A. Stipends for administrative assistants taking or making telephone calls at home.
42
43 1. Principal's administrative assistants – arranging for substitute teachers when the principal
44 involved requests. Stipend will be two (2) times the regular hourly rate. Time sheet will be
45 turned in monthly.
46
47 B. Stipends for administrative assistants taking work home due to work overload with approval of
48 the superintendent will be compensated at one and one half time the regular hourly rate.
49

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

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

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

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

18 F. A longevity payment of \$450.00 will be paid at the start of the tenth year of employment. An
19 additional payment of \$450.00 will be paid for every five years thereafter. Any administrative
20 assistant new to a position or hired after July 1, 2012 is not entitled to longevity pay.
21
22

23 **ARTICLE XV – SICK LEAVE, FAMILY ILLNESS, BEREAVEMENT LEAVE**
24

25 A. **Sick Leave:** Each full-time administrative assistant will be credited with thirteen (13) days of
26 sick leave on the first day of the contract year. Employees working less than forty (40) hours per
27 week will be allowed six (6) days per year, to be credited on the first day of the contract year.
28 Unused sick days to accumulate to a maximum of 180.
29

30 B. **Family Illness:** Five (5) days per year, which are not deducted from an administrative assistant’s
31 sick leave, may be used for family illness. Family shall be defined as husband, wife, children,
32 parents, siblings, parents-in-law, daughter-in-law, son-in-law, grandparents, or grandchildren. Any
33 administrative assistant new to a position or hired after July 1, 2012 is not entitled to family illness
34 days. Sick leave may be used for family illness.
35

36 C. **Bereavement Leave:** Three (3) days per occurrence, which are not deducted from a
37 administrative assistant’s sick leave, may be used for bereavement leave on the death of spouse,
38 child, parent, parent-in-law, sister, brother, grandchild, grandparents, grandparent-in-law, son-in-
39 law, daughter-in-law. Bereavement leave on the death of brother-in-law or sister-in-law is limited
40 to two days per occurrence.
41

42 D. All sick leave, family illness and bereavement leave will be calculated by the quarter hour.
43
44

45 **ARTICLE XVI – LEAVE OF ABSENCE**
46

47 A. An administrative assistant desiring a leave of absence shall present in writing to their immediate
48 supervisor their request for a leave at least ten (10) days prior to the effective date, indicating the
49 reason for their request and length of time required. In case of emergency the required waiting

1 period may be waived. No leave shall be granted for longer than a six (6) month period except in
2 cases of illness. Leave of absence for other than illness may be granted at the discretion of the
3 superintendent. Any administrative assistant on leave without pay will not receive fringe benefits
4 but her/his seniority will not be impaired.
5

6 B. The granting of a maternity leave shall be in accordance with federal laws.
7

8 C. The parties agree there may be personal conditions or circumstances, which may require an
9 administrative assistant's absence.
10

11 1. At the beginning of each school year a total of three (3) paid personal/emergency leave days
12 will be credited to each administrative assistant for use at the administrative assistant's
13 discretion. Personal days will be calculated by the quarter hour.
14

15 2. Administrative assistants desiring to use such leave shall notify the principal on the form
16 provided by the board at least one (1) working day in advance of the anticipated absence,
17 except in cases of emergency. In the case of emergency, the administrative assistant shall
18 apply as soon as possible.
19

20 3. Such leave shall not be used for seeking other employment, rendering service or working
21 either with or without remuneration for themselves or for anyone else. It is further
22 understood such leave shall not be granted for the first day or the last day of the school year
23 nor on the working day immediately preceding or following a vacation period, school break,
24 unpaid leave of absence, or holiday.
25

26 D. Unused personal business days shall be added to accumulated sick leave days at the end of each
27 contract year.
28

29 E. **Court Witness:** Court appearance as a witness except when the proceeding is concerned with the
30 commission of a Circuit Court misdemeanor or felony for which the employee is finally adjudged
31 to be guilty in a court of competent jurisdiction, or when a question of subornation arises. Paid
32 leaves for jury duty will be permitted when the employee cannot be excused. (Jury stipend will be
33 subtracted from wages.)
34
35

36 **ARTICLE XVII – INSURANCE COVERAGES**

37
38

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

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

1 employee's pay on a pre-tax basis through a qualified Internal Revenue Service Section
2 125 Plan and a Premium Only Plan.
3

4 Effective September 1, 2012, the Board will provide to each full time administrative
5 assistant the following insurance coverage, or District self-insured coverage, for the
6 administrative assistant and his/her eligible dependents, subject to the applicable
7 maximum Board contribution limits for major medical/health insurance, and subject to
8 the applicable teacher contribution requirements:
9

10 MESSA Choices II or generally comparable coverage as determined by the Board with a
11 \$500/\$1,000 deductible; the Saver RX prescription drug card plan; \$20 office co-pay.
12

13 Or MESSA ABC 1250/2500 HSA with Saver RX account plan.
14

15 The Board contribution toward the monthly premium will be "hard cap" amounts
16 pursuant to Public Act 152 of 2011 for medical/health insurance coverage only (not
17 including Dental, Negotiated Life, or Vision), which are currently:
18

19 \$15,000 annually (\$1,250.00 monthly) for full family
20 \$11,000 annually (\$916.67 monthly) for individual and spouse
21 \$5,500 annually (\$458.33 monthly) for single person
22

23 The administrative assistant shall contribute through automatic payroll deduction any cost
24 above the "hard caps" to pay the premium cost in full.
25

- 26 2. **Vision** – The Board will provide full family vision insurance for each full-time employee –
27 comparable to the MESSA VSP-2 Program. The district may choose to self-fund the
28 coverage.
29
- 30 3. **Life** – \$25,000 for all classifications.
31
- 32 4. **Dental** – The Board will provide full-time employees with full family dental insurance
33 comparable to MESSA Delta Dental E/007 (80/80/80). The district may choose to self-
34 fund the coverage.
35
- 36 5. Employees who do not require health insurance will be provided a monthly sum of four
37 hundred fifty (\$450.00).
38
39

40 **ARTICLE XVIII – RETIREMENT BENEFITS**

- 41
- 42 A. The Board will assume the responsibility for the payment of retirement premiums for each
43 employee covered by the Agreement.
44
- 45 B. Employees retiring, voluntarily leaving employment or permanently laid-off with at least ten years
46 of service with Whiteford School District will be compensated as follows:
47
- 48 1. Unused sick days at \$35.00 per day.

- 1 2. The sum will be paid directly to the employee in monthly installments of \$500.00. The final
2 installment may be less than \$500.00
3
4 3. The Board will provide notice of accumulated sick leave annually during the first pay period
5 following September 1st.
6
7 C. In the event of the death of an employee, the beneficiary or estate of the employee may elect one
8 of the following options:
9
10 1. In monthly installments of \$400.00.
11
12 2. In a lump sum which will be issued within thirty (30) days of the employee's death.

ARTICLE XIX – GRIEVANCE PROCEDURE

- 17 A. Complaints, which could become the subject of a grievance, will be referred to the appropriate
18 supervisor for correction. If referral does not solve the complaint to the satisfaction of both
19 parties, the complaint will be considered an eligible grievance.
20
21 B. If an employee of the Whiteford Administrative Assistant Organization believes that a grievance
22 is eligible, a written grievance may be filed with the superintendent of schools.
23
24 C. The written grievance must be specific and include:
25
26 1. The statement of the facts upon which the grievance is based.
27
28 2. A reference to the board policies, rules or sections of this Agreement which apply.
29
30 3. A statement of the relief requested.
31
32 4. The names and signatures of the employees submitting the grievance.
33
34 D. Within five (5) days, the superintendent will meet with the Whiteford Administrative Assistant
35 Organization or the employee in an effort to resolve the grievance. If the grievance is not resolved
36 within ten (10) days, it may be transmitted by the Organization to the Secretary of the Board.
37
38 E. The Board will consider the grievance at its first regular meeting following receipt. The Board
39 will hold a hearing or designate a committee to hold a hearing on the grievance. In no event will
40 final determination of the grievance be made by the Board more than twenty (20) days after its
41 submission to the Board.
42
43

ARTICLE XX – WORKING CONDITIONS

- 46 A. No employee shall allow relatives or friends to accompany them on the job without the specific
47 consent of the superintendent of school or the principals.
48

1 B. No employee will conduct business of the Organization during their regular working hours.
2 With the approval of the superintendent, working schedules may be shortened or adjusted to
3 provide for meetings of the Organization.
4

5 C. Administrative assistants shall be provided with a Whiteford School activities pass to all athletic
6 events.
7

8 D. Student detentions shall not be served in the administrative assistant's office. A designated area
9 will be provided for problem students.
10

11 E. Nothing in this contract shall prevent the Board of Education from complying with requirements
12 mandated under the provisions of the American with Disabilities Act.
13

14 F. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at
15 least twelve (12) months and worked at least 1,250 hours during the prior twelve-month (12)
16 period is entitled to twelve (12) work weeks of leave during any twelve-month (12) period
17 without pay but with group health insurance coverage maintained for one or more of the following
18 reasons:
19

- 20 1. due to the birth of the employee's child in order to care for the child;
- 21 2. due to the placement of a child with the employee for adoption or foster care;
- 22 23 3. to care for the employee's spouse, child, or parent who has a serious health condition; or
- 24 25 4. due to a serious health condition that renders the employee incapable of performing the
26 27 functions of his or her job.
28

29 A "serious health condition" is defined by the law as an illness, injury, impairment, or
30 physical or mental condition that involves (1) inpatient care in a hospital, hospice or
31 residential medical care facility or (2) continuing treatment by a health care provider.
32 Other mandated conditions of the Family and Medical Leave Act shall apply to leaves in
33 this section.
34

ARTICLE XXI - DURATION

This Agreement will be effective August 14, 2012 and will continue in effect until June 30, 2013. This Agreement will not be extended orally and it is understood that it will expire on the date indicated. This Agreement may open for renegotiation at least ten (10) days before the expiration date and not later than thirty (30) days after the expiration with wages being retroactive.

Whiteford Administrative Assistants Organization

Date

President, Board of Education

Trustee

Vice-President, Board of Education

Trustee

Secretary, Board of Education

Trustee

Treasurer, Board of Education

Date

Tracy Madhock

Rob Schupke

Christine A. Brochhoff

8-13-2012