

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

JULY 1, 2013 – JUNE 30, 2017

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THE COLLECTIVE BARGAINING AGREEMENT OF THE
WHITEFORD BOARD OF EDUCATION AND THE WHITEFORD
ADMINISTRATIVE ASSISTANTS ORGANIZATION

This agreement will be entered into this 9th day of November, 2015 by and between the Board of Education of the Whiteford School District, hereinafter called the "Board" and the Whiteford Administrative Assistants' Organization, hereinafter called the "Association."

WITNESSETH

Whereas the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain with the recognized organizations as the representative of its administrative assistant 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:

ARTICLE 1 – RECOGNITION

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

ARTICLE 2 – EMPLOYEES' RIGHTS

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

- B. The Board specifically recognizes the right of its administrative assistants appropriately to invoke the assistance of the Michigan Employment Relations Commission or mediator or such public agency or an arbitrator appointed pursuant to the provision of this Agreement.
- C. The Association 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.
- D. Reasonable use of the inter-school mail, school typewriters/computers, and school duplicating machines shall be made available to the Association and its members for notices and news of the Association business. The Association shall pay for the cost of all materials and supplies incident to such use.
- E. School telephones, stationery and stamps are not provided to the administrative assistants for use in conducting personal business.
- F. The private and personal life of any administrative assistant is not within the appropriate attention nor concern of the Board except as it impinges upon her ability to do her job.

ARTICLE 3 – BOARD’S RIGHTS

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

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

ARTICLE 4 – CLASSIFICATION AND WAGES

High School/Middle School – Administrative assistant to the principal, authorized forty-eight (48) weeks per year, to be determined by administration and forty (40) hours per week.

2015-16 Wage – \$16.92
2016-17 Wage – \$17.09

High School/Middle School Part-Time – Administrative assistant to the lead teacher and athletic director. Additional support to principals of Middle and High School. Schedule and hours to be approved by administration.

2015-16 Wage – \$13.50
2016-17 Wage – \$13.75

Elementary – Administrative assistant to the principal, authorized forty-eight (48) weeks per year, to be determined by administration and forty (40) hours per week.

2015-16 Wage – \$16.25
2016-17 Wage – \$16.50

New administrative assistants will serve a one hundred twenty (120) calendar day probation period. Probationary employees will be entitled to limited benefits until they have completed the probationary period. Benefits provided during the probationary period will include paid holidays and sick days only.

All administrative assistants must be able to demonstrate proficiency in computer software programs such as Microsoft Office as determined by administration.

ARTICLE 5 – HOLIDAYS

Full-time employees

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

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

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

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

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

Part-time employees

Part-time employees shall be entitled to the following paid holidays:

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

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

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

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

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

ARTICLE 6 – VACATION TIME

A. Administrative assistants working at least forty (40) hours per week shall begin to earn vacation days after the one hundred twenty (120) calendar day probationary period according to the following schedule:

After 1 year of service (July 1 to June 30)	Five days
After 2 years of service through 6th year of service	Ten days
After 6 years of service.....	Fifteen Days

Vacation shall be credited July 1 each year for eligible employees. Those employees with less than one year of credited service in their first year of employment will have their vacation days prorated accordingly from the end of their one hundred twenty (120) calendar day probationary period through June 30. Example: Employee hired on January 1 would finish probation on April 30, and so would receive 2/11 of the allotment (May and June), rounded to nearest half vacation day. This would be credited on July 1 of the following fiscal year. Then work July 1 to June 30 of that year, completing one full year of service and receive five days vacation credited on July 1 of the following fiscal year. Then, work July 1 to June 30 and receive ten days vacation credited on July 1 of the following fiscal year.

B. All vacation time will be calculated on the basis of half day or whole day and must be used in the year it is credited.

Employees working less than forty (40) hours per week will not earn vacation time.

- C. The term "days" when used in this section shall be working days.
- D. Administrative assistants desiring to use vacation time during the school year shall notify the principal on the form provided by the board at least three (3) work days in advance of the anticipated absence, except in cases of emergency. In cases of emergency, the administrative assistant shall notify as soon as possible.

ARTICLE 7 – HOURS OF WORK

- A. The hours of regularly scheduled work days shall be established by the administration and shall not exceed eight (8) hour per day for any classification. The normal work week shall not exceed forty (40) hours per week, Monday through Friday, for any classification.
- B. The administration reserves the right, as operational needs and conditions require, to establish and change hours of work, shifts and schedule of hours in cases of emergency, such as: fire, tornado, flood, or explosion that directly affects operational procedure of the school.
- C. All administrative assistants shall be entitled to a duty free, uninterrupted thirty (30) minute lunch period.
- D. Administrative assistants who work at least forty (40) hours per week will be provided a fifteen (15) minute relief time in the morning and in the afternoon. Employees working less than forty (40) hours will have relief time prorated. Break time cannot be used to extend lunch break or shorten the workday, unless approved by the supervisor.
- E. Overtime is defined as time assigned and worked beyond forty (40) hours per week. Any overtime must be preapproved by the superintendent. Overtime work will be compensated for at one and one half (1-1/2) times the employee's regular hourly rate, and two (2) times the regular hourly rate for work on Sundays or holidays.
- F. A minimum of two (2) hours (overtime if it puts the employee over 40 hours in a week) will be paid for call back for work which is authorized even if less than two (2) hours of service is rendered.

ARTICLE 8 – INCLEMENT WEATHER / SCHOOL DISTRICT FACILITY MECHANICAL PROBLEMS

- A. On extremely hazardous driving days when school has been delayed or called off, administrative assistants will be given one-and-a-half (1.5) hours of leeway to report to work before being docked or using a personal/vacation day providing notification is given.
- B. Should a school day be called off because of inclement weather, it is understood that a personal business day or vacation day may be used in the event it is impossible for an administrative assistant to get to work.

ARTICLE 9 – RESPONSIBILITY

Administrative assistants shall be directly responsible to their immediate supervisor, their designee and all administrators so designated by the superintendent of schools.

ARTICLE 10 – VACANCIES AND SENIORITY

The Board of Education will set the qualifications for vacancies which occur. Vacancies will be posted. When vacancies occur only employees that meet qualifications for that position will be considered.

ARTICLE 11 – DISCHARGE

An administrative assistant facing discharge shall be given:

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

ARTICLE 12 – REIMBURSEMENT

- A. Employees are encouraged to take courses for skill advancement and to remain current with technology skills needed to perform their job efficiently. Reimbursement for courses taken for skill advancement will be paid to employees with advance approval of the superintendent. Reimbursement will be a maximum of \$250.00 for each course taken and will be limited to two courses per year with the amount not to exceed the cost of the tuition and not to exceed \$500.00 total per year. Courses shall be scheduled outside of the regular work day and are not eligible for overtime.

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

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

ARTICLE 13 – LEAVE OF ABSENCE

- A. **Sick Leave:** Each full-time administrative assistant will be credited with thirteen (13) days of sick leave on the first day of the contract year and will be prorated if the employee leaves before the end of the fiscal year. Sick leave may be used for family illness. Family shall be defined as spouse, children, stepchildren, parents, and parents-in-law. Employees working less than forty

(40) hours per week will be allowed six (6) days per year, to be credited on the first day of the contract year. Unused sick days to accumulate to a maximum of 180.

- B. **Bereavement Leave:** Three (3) days per occurrence, which are not deducted from a administrative assistant's sick leave, may be used for bereavement leave on the death of spouse, child, parent, parent-in-law, sister, brother, grandchild, grandparents, grandparent-in-law, son-in-law, daughter-in-law. Two additional days chargeable against sick leave allowance may be approved by the Superintendent if conditions warrant. Bereavement leave on the death of brother-in-law or sister-in-law is limited to two days per occurrence.
- C. An administrative assistant desiring a leave of absence shall present in writing to their immediate supervisor their request for a leave at least ten (10) days prior to the effective date, indicating the reason for their request and length of time required. In case of emergency the required waiting period may be waived. No leave shall be granted for longer than a six (6) month period except in cases of illness. Leave of absence for other than illness may be granted at the discretion of the superintendent. Any administrative assistant on leave without pay will not receive fringe benefits but her/his seniority will not be impaired.
- D. The granting of a maternity leave shall be in accordance with federal laws.
- E. **Personal Leave:** The parties agree there may be personal conditions or circumstances, which may require an administrative assistant's absence.
1. At the beginning of each school year a total of three (3) paid personal/emergency leave days will be credited to each administrative assistant for use at the administrative assistant's discretion and will be prorated if the employee leaves before the end of the fiscal year. Personal days will be calculated the half day or whole day.
 2. Administrative assistants desiring to use such leave shall notify the principal on the form provided by the board at least one (1) working day in advance of the anticipated absence, except in cases of emergency. In the case of emergency, the administrative assistant shall apply as soon as possible.
 3. Such leave shall not be used for seeking other employment, rendering service or working either with or without remuneration for themselves or for anyone else. It is further understood such leave shall not be granted for the first day or the last day of the school year nor on the working day immediately preceding or following a vacation period, school break, unpaid leave of absence, or holiday.
 4. Unused personal business days shall be added to accumulated sick leave days at the end of each contract year.
- F. **Court Witness:** Court appearance as a witness except when the proceeding is concerned with the commission of a Circuit Court misdemeanor or felony for which the employee is finally adjudged to be guilty in a court of competent jurisdiction, or when a question of subornation arises. Paid leaves for jury duty will be permitted when the employee cannot be excused. (Jury stipend will be subtracted from wages.)
- G. All sick leave, family illness, and bereavement leave will be calculated by the quarter hour.

ARTICLE 14 – INSURANCE COVERAGES

- A. Insurance protection for employees working forty (40) hours per week.
1. **Medical** – The Board will provide to each full time administrative assistant the following insurance coverage, or District self-insured coverage, for the administrative assistant and his/her eligible dependents:

MESSA Choices II or generally comparable coverage as determined by the Board with a \$500/\$1,000 deductible; the Saver Rx prescription drug card plan; \$20 office co-pay or MESSA ABC Plan 1 High Deductible per IRS Index (currently \$1300/\$2600) with ABC Rx account plan.

The Board of Education shall contribute up to the Hard Cap amounts, per 2011 Public Act 152 toward medical insurance coverage up to and including full family sponsored dependents, up to age 26, for all eligible employees. Employees will contribute toward the cost of medical insurance for everything above the Board’s contribution through automatic payroll deduction.
 2. **Vision** – The Board will provide full family vision insurance for each full-time employee – comparable to the MESSA VSP-2 Program. The district may choose to self-fund the coverage.
 3. **Dental** – The Board will provide full-time employees with full family dental insurance comparable to MESSA Delta Dental E/007 (80/80/80). The district may choose to self-fund the coverage.
 4. Employees who do not require health insurance will be provided two hundred (\$200) per month as cash in lieu of insurance.
- B. Life Insurance in the amount of \$25,000 will be provided for all employees.

ARTICLE 15 – RETIREMENT / RESIGNATION

- A. Any administrative assistant resigning shall file a written resignation with the superintendent at least ten (10) working days prior to the effective date.
- B. Any administrative assistant who discontinues her services does not forfeit her right to earned vacation time. Additionally, it is understood that the employee leaving will be reimbursed for all accumulated unused vacation days. Earned vacation time will be paid at current hourly rate in a lump sum in the final paycheck.
- C. Employees retiring, voluntarily leaving employment or permanently laid-off with at least ten years of service with Whiteford School District will be compensated as follows:
 1. Unused sick days at \$35.00 per day.

2. The sum will be paid directly to the employee in monthly installments of \$500.00. The final installment may be less than \$500.00.
3. The Board will provide notice of accumulated sick leave on employee pay stubs.

ARTICLE 16 – GRIEVANCE PROCEDURE

- A. Complaints, which could become the subject of a grievance, will be referred to the appropriate supervisor for correction. If referral does not solve the complaint to the satisfaction of both parties, the complaint will be considered an eligible grievance.
- B. If an employee of the Whiteford Administrative Assistant Organization believes that a grievance is eligible, a written grievance may be filed with the superintendent of schools.
- C. The written grievance must be specific and include:
 1. The statement of the facts upon which the grievance is based.
 2. Rules or sections of this Agreement which apply.
 3. A statement of the relief requested.
 4. The names and signatures of the employees submitting the grievance.
- D. Within five (5) days, the superintendent will meet with the Whiteford Administrative Assistant Organization or the employee in an effort to resolve the grievance. If the grievance is not resolved within ten (10) days, it may be transmitted by the Organization to the Secretary of the Board.
- E. The Board will consider the grievance at its first regular meeting following receipt. The Board will hold a hearing or designate a committee to hold a hearing on the grievance. In no event will final determination of the grievance be made by the Board more than twenty (20) days after its submission to the Board.

ARTICLE 17 – WORKING CONDITIONS

- A. No employee shall allow relatives or friends to accompany them on the job without the specific consent of the superintendent of school or the principals.
- B. No employee will conduct business of the Organization during their regular working hours. With the approval of the superintendent, working schedules may be shortened or adjusted to provide for meetings of the Organization.
- C. Administrative assistants shall be provided with a Whiteford School activities pass to all athletic events.
- D. Student detentions shall not be served in the administrative assistant's office. A designated area will be provided for problem students.

- E. Nothing in this contract shall prevent the Board of Education from complying with requirements mandated under the provisions of the American with Disabilities Act.
- F. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior twelve-month (12) period is entitled to twelve (12) work weeks of leave during any twelve-month (12) period without pay but with group health insurance coverage maintained for one or more of the following reasons:
1. due to the birth of the employee's child in order to care for the child;
 2. due to the placement of a child with the employee for adoption or foster care;
 3. to care for the employee's spouse, child, or parent who has a serious health condition; or
 4. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

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

ARTICLE 18 – DURATION

This Agreement will be effective November 10, 2015 and will continue in effect until June 30, 2017. This Agreement will not be extended orally and it is understood that it will expire on the date indicated. This Agreement will be open for renegotiation thirty (30) days before the expiration date.

Sherril Prange
Whiteford Administrative Assistants Organization

12-1-15
Date

Holly Singer
President, Board of Education

Lacey B. MacChone
Trustee

Bob Schupke
Vice-President, Board of Education

Trustee

Debra Miller
Secretary, Board of Education

Trustee

Christine A. Buschhoff
Treasurer, Board of Education

11-9-15
Date