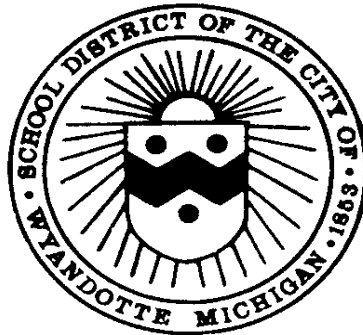


# **MASTER AGREEMENT**

Between



**THE SCHOOL DISTRICT  
of the  
CITY OF WYANDOTTE**

and

**WYANDOTTE EDUCATION  
ADMINISTRATIVE ASSISTANTS  
ASSOCIATION/MICHIGAN EDUCATION  
ASSOCIATION  
(WEAAA/MEA)**

**JULY 1, 2006 – JUNE 30, 2009**

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Agreement entered into this 21<sup>st</sup> day of June, 2007, effective July 1, 2006 by and between the Board of Education of the School District of the City of Wyandotte, Michigan, hereinafter called the "Board", and the Wyandotte Education Administrative Assistants Association, hereinafter called the "Association".

## ARTICLE I - PREAMBLE

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*The Board and the Association hereby affirm their mutual interest in the development of educational programs of the highest quality, consistent with community resources, for the benefit of the students and the community of Wyandotte.*

*This Agreement is entered into in furtherance of the mutual desire of the Association and the Board to develop and maintain an atmosphere of mutual respect and to provide effective channels of communication between the Board and the Association.*

## ARTICLE II - RECOGNITION

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**Section 1.** The Board recognizes Wyandotte Education Administrative Assistant Association as the exclusive bargaining agent, for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment, for all full-time and regular part-time office and clerical employees employed by the Board of Education of the School District of the City of Wyandotte: excluding the Secretary to the Superintendent, the Bookkeeper-Records Analyst, all teaching, professional, and supervisory employees, and all other employees.

**Section 2.** During the term of this Agreement, the Board agrees that it will not enter into negotiations with any organization other than the Association concerning wages, hours of employment and other conditions of employment for those persons covered by this Agreement.

## ARTICLE III - HOURS OF WORK

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**Section 1.** The normal work week shall be forty (40) hours, Monday through Friday. The normal work day shall be eight (8) hours.

Regular office hours are as follows:

Administration Building

SCHOOL CALENDAR YEAR: 8 am - 5 pm OR 7:30 am - 4:30 pm, with one (1) unpaid lunch hour or one half (1/2) hour unpaid lunch.\*

SUMMER (nonschool days): 8 am – 4 pm OR 7:30 am - 3:30 pm, with one (1) hour paid lunch.

Middle School, High School

SCHOOL CALENDAR: 7:15 am - 4:15 pm OR 7:30 am - 4:30 pm as determined by the building principal, with one (1) hour unpaid lunch OR one half (1/2) hour unpaid lunch.\*

NONSCHOOL DAYS: 8 am – 4:00 pm OR 7:30 am - 3:30 pm with one (1) hour paid lunch.

Elementary/Special Education Buildings

SCHOOL CALENDAR: 8 am - 4:30 pm OR 7:30 am - 4:00 pm as determined by the building principal, with one half (1/2) hour unpaid lunch.\*

NONSCHOOL DAYS: 8 am - 4 pm OR 7:30 am - 3:30 pm with one (1) hour paid lunch.

*\*Lunch periods of one half (1/2) hour or one (1) hour will be permitted (as opposed to their regular scheduled lunch period) with the knowledge and approval of the supervisor.*

**Section 2.** When a decision is made to close the entire School District because of an Act of God (as defined by the State Department of Education) notice of such decision shall be given to the LEIN network as soon as possible for public announcement on Detroit area radio stations. When such a closing takes place and students are not required to report to class on a system-wide basis, employees covered by this Agreement shall not be required to report for work, with pay for the day.

**Section 3.** Hours in excess of a forty (40) hour week shall be compensated at one and one half (1.5) times the overage and paid through compensatory time (as per FLSA) which is to be used with prior approval of the supervisor to be used by the end of that work year or any unused earned compensatory time shall be paid at the employees rate of pay check at the end of the school year effective July 1, 2005.

**Section 4.** Ten- and eleven-month employees shall have the opportunity to work up to two (2) more days for the 2007-08 school year, and, depending on the number of school days in the 2008-09 school year, 0, 1, or 2 days to make school year employees whole compared to the 2006-2007 school year, scheduled with prior approval and mutual agreement of their building administrator.

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**ARTICLE IV - ABSENCE**

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Notification of absence shall be given to the immediate supervisor at least one (1) hour before the employee normally reports to work. Willful or repeated failure to observe this clause will result in loss of one-half (1/2) day's salary.

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**ARTICLE V - LEAVES OF ABSENCE**

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**Section 1.** An employee shall be allowed leave for sickness, physical or mental disabilities at the rate of one (1) day a month, cumulative to ten (10), eleven (11), or twelve (12) days within a given year depending on the service year of the employee. Up to five (5) days of total personal illness time may be used in one (1) year for care of a dependent child, spouse, or parent.

**Section 2.** Physical or mental disabilities caused or contributed to by pregnancy, or termination of pregnancy for whatever reason, provided said termination of pregnancy is lawful under the law of the State of Michigan, are temporary disabilities and shall be treated as such.

Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extension, the accrual of seniority and other benefits and privileges, reinstatement and payment under this Article, shall be applied to such disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other physical and mental

disabilities. For purposes of the implementation of this Article, the period and commencement of disability shall be determined by certification of the employee's attending physician.

**Section 3.** During the first year of employment, an employee shall have available for use only earned sick leave. For example, after one (1) calendar month's employment, the employee shall have one (1) day available; after two (2) calendar month's employment, two (2) days, etc.

If the employee is absent in excess of earned accumulated sick leave, deductions shall be made from the employee's salary. At the end of the school year, however, the employee shall be reimbursed for such deductions if there is earned sick leave to her/his credit at that time.

**Section 4.** After her/his first year of employment, an employee will be immediately eligible for sick leave amounting to her/his allotment for the current year plus any days accumulated from previous years.

**Section 5.** (a) In the event an employee works less than her/his regular service year, her/his sick leave shall be pro-rated for that year.

(b) In the event an employee terminates her/his employment, she/he shall reimburse the Board for any overpayment of sick leave which may have been made or the Board may deduct such overpayment from the final salary check or retirement benefit.

**Section 6.** Credit shall be given to an employee at the end of her/his service year for the unused portion of her/his sick leave allowance.

Leave for illness may be accumulated to an aggregate total of one hundred thirty-eight (138) days for ten (10) month employees, one hundred forty-eight (148) days for eleven (11) month employees, and one hundred fifty-eight (158) days for twelve (12) month employees effective July 1, 2005.

The base date from which all such service accumulations shall begin is July 1 of each year.

To this may be added annually any unused Personal Business Days up to an aggregate total of thirty (30) days so that the maximum total days which may be accumulated and used for illness shall be one hundred sixty-eight (168) days for ten (10) month employees, one hundred seventy-eight (178) days for eleven (11) month employees, and one hundred eighty-eight (188) days for twelve (12) month employees effective July 1, 2005.

The use of Personal Business Days shall not be retroactive prior to July 1, 1966.

**Section 7.** Every employee who has been in the Wyandotte School System five (5) consecutive years shall receive five (5) additional sick leave days one time only, except that the maximum accumulation shall not exceed that stated in Section 6 immediately above.

**Section 8.** When an employee's sick leave allowance is computed at the beginning of any year, the excess over his maximum shall be permanently discarded and shall not be restored to her/his accumulation of unused days.

**Section 9.** No payment shall be made for any unused leave of illness accumulated by any employee at the time of her/his resignation, dismissal, leave of absence, retirement or death.

**Section 10.** No sick leave shall be charged against an employee's allowance except for absence which occurs on a day when employees would normally be expected to be on duty.

**Section 11.** An employee whose absence has been due to a nervous disorder must present a satisfactory report from a physician and, in addition, may be required to submit to an examination by a physician designated by the Superintendent. In every event, the employee's return to duty must first be recommended by the school physician.

**Section 12.** Whenever an employee returns to duty from an injury or illness, she/he must follow policy procedures as determined by the Board.

**Section 13.** Necessary calls to the doctor's office, dentist's office, or out-patient hospital services, shall be deducted from accumulated sick leave.

**Section 14.** Leave without pay or salary increment may be granted for not more than one year for care of a sick member of the immediate family. Sufficient proof that such leave is necessary such as certification by the attending physician must be submitted to the Superintendent of Schools before such leave will be granted.

**Section 15.** *Parental Care Leave.* An employee who desires a child care leave must make written application to the employer who may grant such leave. Such leave must be applied for the period dating from the birth/adoption of the child for a period of up to one (1) year. The employee may return to the same position if she/he returns within one (1) year.

An additional year of leave may be requested by the employee. The specific job is not guaranteed upon the return of the employee.

**Section 16.** Unpaid personal leave may be authorized by the Superintendent for a period of one (1) semester or six (6) months.

**Section 17.** Family Medical Leave Act (FMLA) leaves will be permitted as required by law for serious illness of employee, care of a seriously ill parent, spouse, child, or child care leave for up to twelve (12) weeks per year, after completing one (1) full year of employment.

## **ARTICLE VI - PERSONAL BUSINESS**

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**Section 1.** For the transaction of personal business, not to be used as sick leave, there shall be an annual allotment not to exceed three (3) days with pay which, if not used, may be added to the accumulated sick leave days in accordance with Section 6 of Article V.

When a Personal Business absence will immediately precede or immediately follow a vacation, holiday or a day of school dismissed by the Board, the employee shall not be entitled to personal business pay allotment unless prior permission has been obtained from the Superintendent.

Any other personal business leave must be authorized in advance by the employee's immediate supervisor.

**Section 2.** Personal Business shall be defined as a serious emergency, catastrophe or an unusually important occurrence necessitating an absence from work. Marriage or graduation of employee or member of immediate family, hospitalization of member of immediate family, required appearance in court, and funerals (excluding immediate family) are examples of "important occurrences".

The immediate family shall consist of:

Husband	Mother	Uncle	Mother-in-Law
Wife	Sister	Aunt	Son-in-Law
Son	Brother	Nephew	Daughter-in-Law
Daughter	Grandparent	Niece	Brother-in-Law
Father	Grandchild	Father-in-Law	Sister-in-Law

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## ARTICLE VII - DEATH IN THE IMMEDIATE FAMILY

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Payment not to exceed five (5) days for absence due to each death in the employee's immediate family as defined in Article VI may be authorized by the Superintendent.

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## ARTICLE VIII - VACATION

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**Section 1.** All full-time twelve (12) month employees who have completed at least twelve (12) months of employment as of July 1, and who have worked twelve (12) months since the preceding July 1, shall be entitled to receive an annual vacation of ten (10) work days (i.e. Monday through Friday). Such employees who have completed five (5) years or more employment as of July 1, and who have worked twelve (12) months since the preceding July 1, shall be entitled to receive the following annual vacation.

<u>Length of Employment</u>	<u>Vacation</u>
5 years	11 work days
6 years	12 work days
7 years	13 work days
8 years	15 work days
15 years	18 work days
20 years	20 work days
21 years	21 work days
22 years	22 work days
23 years	23 work days
24 years	24 work days
25 years	25 work days

**Section 2.** All full-time employees who are employed for a service year of ten (10) months or more, but less than twelve (12) months, who have completed ten (10) or more months of employment as of July 1, and who have worked ten (10) or more months since the preceding July 1, shall be entitled to receive an annual vacation

of eight (8) work days (i.e. Monday through Friday). Such employees who have worked ten (10) months or more since the preceding July 1, shall be entitled to receive the following annual vacation.

<u>Length of Employment</u>	<u>Vacation</u>
5 years	9 work days
6 years	10 work days
7 years	11 work days
8 years	13 work days
15 years	16 work days
20 years	18 work days
23 years	19 work days
25 years	20 work days

It is understood that employees covered by Section 2 above shall be paid for earned vacation.

**Section 3.** All full-time employees referred to in Section 1 above who have worked less than their full service year since the preceding July 1, but who have worked six months or more during such period shall be entitled to receive a pro-rata annual vacation. For example, such an employee who has worked six (6) months shall receive one-half (1/2) of the annual vacation specified in Section 1.

**Section 4.** All full-time employees referred to in Section 2 above who have worked less than their full service year since the preceding July 1, but who have worked five (5) months or more during such period shall be entitled to receive a pro-rata annual vacation. For example, an employee who has worked for five (5) months shall receive one-half (1/2) of the annual vacation specified in Section 2.

**Section 5.** An employee who voluntarily terminates employment or retires shall be entitled to receive her/his earned vacation to the time of such termination or retirement.

**Section 6.** The employee's birthday shall be considered as an additional vacation day, to be used according to vacation procedures effective July 1, 2005.

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## ARTICLE IX - HOLIDAYS

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**Section 1.** The following days will be recognized and observed as paid holidays except when classes may be scheduled, to be paid for ten (10)/eleven (11)/twelve (12) month employees:

Friday before Labor Day	New Year's Day
Labor Day	*Friday of Winter Break
Thanksgiving Day	*Monday of Winter Break (President's Day)
Day after Thanksgiving	Good Friday
Christmas Eve	Spring Break Monday
Christmas Day	Spring Break Tuesday
Day After Christmas (Dec. 26)	Memorial Day



**Section 2.** In addition to the above, all twelve month (12) employees shall receive pay for July 4, December 31 (New Year's Eve), and July 3 or 5 only when July 4 occurs on a Tuesday or Thursday to create a four (4) day weekend.

**Section 3.** Whenever Christmas Eve, Christmas, New Year's or Memorial Day fall on Saturday, twelve (12) month employees shall celebrate on Friday; ten (10) and eleven (11) month employees will receive an additional vacation day pay in lieu of holiday pay. When December 31 or July 4 fall on a Saturday, twelve (12) month employees shall celebrate on the Friday before.

Whenever Christmas Eve, Christmas, New Year's or Memorial Day fall on Sunday, twelve (12) month employees shall celebrate on the Monday following the holiday; ten (10) and eleven (11) month employees will receive an additional vacation day's pay in lieu of holiday pay. When December 31 or July 4 fall on a Sunday, twelve (12) month employees shall celebrate the holiday on the Monday following the holiday in lieu of holiday pay.

**Section 4.** \*In the event that Winter Break is eliminated from the school calendar, all twelve (12) month employees will receive two (2) floating holidays. Less than twelve (12) month employees shall be paid for those two (2) days.

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#### **ARTICLE X - PERSONAL ILLNESS**

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**Section 1.** Upon the recommendation of the Superintendent, the Board may grant a leave of absence to an employee who is unable to perform her/his regular duties for an extended period of time because of personal illness, provided written certification of illness is received from a physician. Such leave of absence shall be without increment and without salary unless otherwise provided by the cumulative sick leave policy.

**Section 2.** Extended health leave due to physical or mental causes not falling within the cumulative sick leave policy may be granted without pay to an employee upon the recommendation of the Superintendent and upon the approval of the Board. The attending physician shall send separately to the Superintendent a written diagnosis. Such health leave may be considered for renewal annually upon the written stipulations given in the preceding statement. No salary increment shall be recognized for such leave.

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#### **ARTICLE XI - NOTICE UPON TERMINATION OF EMPLOYMENT**

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**Section 1.** Any secretarial-clerical employee who leaves the employment of the Board shall give at least two (2) week's notice in writing to the Superintendent and to her/his immediate supervisor.

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#### **ARTICLE XII - RETIREMENT**

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**Section 1.** Retirement may be required by the Board if in its judgment an employee can no longer satisfactorily perform her/his essential job functions. The Board may require a physical or mental examination of any employee and may suspend, discharge or retire any employee refusing to take the same.

## **ARTICLE XIII - HEALTH EXAMINATIONS**

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**Section 1.** A new employee must successfully pass a physical examination as a condition of her/his employment after a job offer has been made. This shall be administered by the school physician at no cost to the employee and before the employee assumes her/his duties.

**Section 2.** Each employee shall, as a condition of her/his initial employment and every third (3<sup>rd</sup>) year thereafter, in compliance with State law, submit evidence of freedom from communicable tuberculosis to the satisfaction of the school physician and in the manner he/she directs. The school physician may require, whenever in his/her judgment it is in the best interest of the school system, the submission of such evidence at other times.

**Section 3.** Any employee failing to file a report as evidence of freedom from communicable tuberculosis, within the time specified, may be placed on involuntary leave of absence.

## **ARTICLE XIV - JOB POSTINGS**

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**Section 1.** Any vacant position within the bargaining unit as defined in Article II shall be posted within a reasonable amount of time in each building during the months regular school is in session, and in the Administration Building, the high school and all other school buildings except the elementary schools during the other months.

Such notice will be sent to the Association President and to the regular employees who are not on duty during the summer months.

When a position is to be filled, it shall be filled within a reasonable amount of time.

**Section 2.** The Board specifically reserves the right to determine the necessary qualifications for each position and to appoint any person, either from within the system or outside the system, to any vacancy.

Bargaining unit applicants are guaranteed an interview. If the position is filled from outside the bargaining unit, the Union will be informed of the reasons why.

## **ARTICLE XV - SENIORITY**

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**Section 1.** Seniority is the length of employment in a position in the School District of the City of Wyandotte which is now part of the bargaining unit. (See Article II, Recognition).

If the employer deems it necessary to reduce the number of positions held by bargaining unit members, the person(s) laid off because of said reduction shall be the person(s) with the least seniority, provided that there is/are qualified bargaining unit member(s) to fill the position(s) of the person(s) with the least seniority.

A bargaining unit member reassigned under this Article shall have a thirty (30) day trial period in which to prove her/his qualifications. Recall shall be in inverse order of layoff.

## ARTICLE XVI - NEGOTIATIONS

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**Section 1.** Negotiations in good faith for a successor agreement shall begin no later than three (3) calendar months prior to the expiration of this Agreement.

**Section 2.** Finalized copy of contract shall be given to negotiating committee five (5) working days before group ratification.

**Section 3.** Any agreement so negotiated shall be in writing and shall apply to all members of the bargaining unit. Said signed approved agreement shall be delivered to all Wyandotte Education Administrative Assistant Association employees as soon as possible and preferably no later than three (3) months after date of ratification. Copies of ratified salary schedule shall be delivered within a one (1) month period after ratification.

## ARTICLE XVII - SALARIES

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**Section 1.** The hourly wage rates for employees in this bargaining unit for the term of this agreement are found in Appendix A.

**Section 2.** For an employee whose scheduled service year is less than a full calendar year, the annual salary (excluding vacation pay) shall be divided into equal paychecks correlating to the number of two (2) week pay periods which fall in her/his service year, or they may be divided into twenty six (26) pay periods, as per the employee's option.

Vacation pay for an employee whose service work year is less than a full calendar year and chooses not to use twenty six (26) pay periods, shall be paid with the last regular paycheck for her/his service year.

**Section 3.** The following administrative assistant positions are Classification I:

Assistant Bookkeeper and Payroll

Accounts Payable

Payroll/Benefit

Administrative Assistants to:

High School Principal

Middle School Principal

Special Education Principal & Director of Child Accounting

Director of Personnel & Policy

Business Manager

Director of Operations

Elementary Principals

Special Education Building Administrators

Assistant Principal for Athletics & Activities

Assistant Principal for Vocational Education, Attendance & Preschool

The following administrative assistant positions are Classification II.

Switchboard  
Counseling  
Substitute Calling/Attendance  
Attendance  
Media Department  
Textbook  
Second Secretary/Wilson Middle School  
Second Secretary/JoBrighton Skills Center  
Second Secretary/Special Education Program

**Section 4.** Any bargaining unit employee who is certified as a Certified Professional Secretary by the Professional Secretaries International shall receive an additional salary increment of six hundred dollars (\$600) annually effective July 1, 2005.

**Or,**

Any bargaining unit employee who has earned an Associate's Degree or higher, shall receive an additional salary increment of \$600 (six hundred) annually.

**Section 5.** To initially qualify for the award, documentation for the CPS rating must be submitted to the personnel office by October 15. The Board will reimburse the cost of the CPS examination upon successful passing of the examination. Professional release time will be granted to take the examination.

**Section 6.** For those who have completed college credits of less than an Associate's Degree, and have not earned the CPS, ten dollars (\$10) per credit earned and approved will be paid on an annual basis up to a maximum of fifty (50) credits or five hundred dollars (\$500).

For those who have completed college credits of less than an Associate's Degree, and have earned the CPS, ten dollars (\$10) per credit earned and approved after CPS attainment will be paid on an annual basis, in addition to the three hundred dollars (\$300) for the CPS, up to a maximum of twenty (20) credits or two hundred dollars (\$200), up to a maximum total annual payment of five hundred dollars (\$500) for CPS and credits.

**Section 7.** The college coursework award will be paid if it is approved prior to completion. Initial documentation of satisfactory completion must be provided prior to October 15 to the personnel office.

## **ARTICLE XVIII - INSURANCE AND RETIREMENT BENEFITS**

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**Section 1.** The Board shall provide each employee with health care insurance under Community Blue PPO Plan I with CB-MH20% and CB-MHP riders. The Board may choose to self-insure this benefit through a program administered by Blue Cross/Blue Shield or health insurance coverage may change after negotiations and upon mutual agreement by WEAAA and the Board.

The Board shall provide prescription coverage with the same formulary as provided in the 2000-2004 Master Agreement (\$5 generic or \$10 for name brand as written). If concerns regarding the formulary/nonformulary drug dispensing are satisfactorily addressed between Union and Management, the Board has the option of choosing the third party provider for the prescription drug rider.

**Or,**

The Board shall pay the employee twelve hundred dollars (\$1,200) in two (2) equal payments, one (1) of which will be paid in December and the other in June of each school year.

**Section 2.** The Board will provide each employee Delta Dental Plan E with 0-1 rider or with a dental insurance plan by a carrier of the Board's choice providing equivalent benefits to the employee, or the Board may choose to self-insure providing equivalent benefits to the employee.

**Section 3.** The Board will provide the opportunity for members of the Association to voluntarily make contributions to a flexible spending account (FSA) for the purposes of health care costs and/or child/dependent care expenses. The Board will be responsible for planning and scheduling meetings to allow the members to make an informed decision on participation in the FSA program, effective July 1, 1992.

**Section 4.** Any member of this bargaining unit who has been employed by the Wyandotte School District for twenty (20) years or more and retires because of age or medical reasons shall receive a lump sum payment of ten percent (10%) of the current base salary (the beginning salary for an inexperienced employee for her/his classification as prorated) provided she/he is eligible to receive and has made application to receive monthly pension payments from the Michigan Public School Employees' Retirement System. The foregoing payment shall not be made in the event of the death of an employee.

Any member of this bargaining unit who has been employed by the Wyandotte School District for twenty (20) years or more and notifies the employer five (5) months in advance of her intention to retire, except in an emergency retirement situation, because of age or medical reasons shall receive a lump sum payment of ten percent (10%) of her/his current salary provided she/he is eligible to receive and has made application to receive monthly pension payments from the Michigan Public School Employees' Retirement System. The foregoing payment shall not be made in the event of the death of an employee.

Any employee who retires and receives the benefit provided in this Section and is subsequently re-employed in the Wyandotte System shall not be eligible to again receive such benefit upon her/his later retirement.

**Section 5.** The Board will provide long-term disability insurance similar or equal to the terms of the policy #J9055 issued by Washington National Insurance Company (current carrier is National Insurance Services).

**Section 6.** The following death benefit shall be paid for the term of this contract: \$25,000. This benefit shall be proportionately reduced for persons whose work year is for a shorter period of time.

**Section 7.** The Board will provide each employee with vision insurance under VSP-3 Plus Vision, Full Family Coverage, carrier of the Board's choice, providing equivalent benefits to the employee, or the Board may choose to self-insure providing equivalent benefits to the employee, effective July 1, 2005.

## ARTICLE XIX - GENERAL

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**Section 1.** The Association shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by any employee, and no employee shall cause or participate in any strike or refusal to perform the duties of her/his employment. Further, the Association shall not cause, engage in or sanction any sit-ins, or other such demonstrations, and no employee shall participate in any sit-ins or similar activities.

**Section 2.** The Board shall have the right to transfer, promote, demote or discharge any employee.

**Section 3.** a) Any employee who is transferred, demoted, discharged or aggrieved may appeal to the Superintendent within ten (10) working days from the date of such transfer, demotion, discharge or aggrievement. The Superintendent shall review the matter with the employee and a representative of the Association shall be present if requested by the employee.

b) If the employee is not satisfied with the results of the review with the Superintendent either the employee or the Association may, within twenty (20) working days from the date of such transfer, demotion, discharge or aggrievement, request the Board to review the matter through a Committee of the Board. Such request shall be submitted to the Board in writing. Within ten (10) working days from the date of the written request for review, a Committee appointed by the Board shall meet with the employee, or the employee and the Association representative. The decision of the Board shall be final.

c) Any appeal or request for review must be filled within the time limits above provided.

**Section 4.** The Board shall have the right to establish reasonable rules and regulations consistent with this contract with consultation.

**Section 5.** The Board shall have the right to medically investigate any employee's absence which is reported as being for medical reasons.

**Section 6.** The Board reserves all rights and powers conferred upon it by the Constitution and Laws of the State of Michigan and of the United States, except as expressly limited by this Agreement.

**Section 7.** Subject to the express provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the School District and its secretarial-clerical staff under governing law, ordinances, rules and regulations--Municipal, State and Federal. In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Board (including, by way of illustration and not limitation, the assignment, transfer or promotion of employees) the decision of the Board shall be final and binding if made in good faith (i.e., not arbitrarily, capriciously or without rational basis in fact) except where some other standard of grievability may be set forth in this Agreement.

**Section 8.** Any employee who has left the employment of the Board for any reason shall forfeit all rights and privileges except as may specifically be provided for to the contrary in this contract.

**Section 9.** Tube feeding, catheterization, injections, and regularly scheduled nebulizers (breathing treatments) will be performed by secretaries on a strictly voluntary basis. Training, when necessary, shall be provided. Other medical and hygienic needs will be performed as currently practiced (1999-2000 S/Y).

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## **ARTICLE XX - EVALUATION**

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**Section 1.** New Employees. A new employee or a person in a new position will be formally evaluated after the first thirty (30) days of employment in that position. A new employee or a person in a new position will be formally evaluated again, after the first complete school year or calendar year, whichever comes first, depending upon the job, in that position.

**Section 2.** All Employees. All employees will be formally evaluated every year, thirty (30) days before the end of their work year.

**Section 3.** Process. An evaluation system will be used that will allow the secretarial employee to self-evaluate prior to the actual evaluation. A pre-conference will be scheduled with the supervisor/evaluator to discuss the form and expectations during this formal evaluation period and process.

After the supervisor completes the evaluation, a post conference will be held to discuss the evaluation. If the secretarial/clerical employee does not agree with any or all of the evaluation, a response may be added to the evaluation.

**Section 4.** Philosophy. The purpose of the evaluation process is to improve performance and communication between the secretarial employee and the supervisor.

**Section 5.** Implementation Period. During the first year (92-3) of this evaluation process development and implementation, all evaluations will be considered part of a "pilot" program and will be optional for employees to place in their personnel files.

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## **ARTICLE XXI - ASSOCIATION DAYS**

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**Section 1.** Association Days. The Board shall provide a total of six (6) days for the Association to be used for its members involved in Association business. Additional days may be requested, but are subject to approval.

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## **ARTICLE XXII – WORKER’S COMPENSATION (effective July 1, 2005)**

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**Section 1.** Any injury incurred in the cause of employment must be promptly reported to the employee’s Building Administrator. A report of any injury shall be submitted in writing on a form to be provided by the Board.

**Section 2.** Employees injured in the course of employment will be treated by a physician or medical facility designated by the Employer.

**Section 3.** Employees whose injury requires time lost from the job will be compensated by the employer, for all regular hours, during the first eight (8) days of injury with no charge to the employee’s sick allowance.

**Section 4.** If the employee so wishes, an employee who is incapacitated by a personal injury arising out of and in the course of her/his employment will be paid the difference between the benefits received under the Michigan Worker's Compensation laws and one hundred percent (100%) of the employee's straight-time earning, exclusive of premiums and overtime. Such difference will be deducted from the employee's accumulated sick leave credits and will be paid until the employee's sick leave credits have been depleted.

**ARTICLE XXIII - DURATION OF AGREEMENT**

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This Agreement shall be in effect from July 1, 2006 through June 30, 2009 and shall continue in effect from year to year thereafter unless written request to modify or terminate is delivered by either party to the other at least sixty (60) days but not more than ninety (90) days prior to June 30, 2009.

Signed at Wyandotte, Michigan this 21st day of June, 2007.

***SCHOOL DISTRICT OF THE  
CITY OF WYANDOTTE***

***WYANDOTTE EDUCATION ADMINISTRATIVE  
ASSISTANT ASSOCIATION  
MICHIGAN EDUCATION ASSOCIATION***

By \_\_\_\_\_  
Dr. Patricia A. Cole  
Superintendent

By \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
David Gutenschwager, CPA  
Business Manager

By \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_



## APPENDIX A - SALARY SCHEDULE

06-07			07-08*			08-09*	Step
<u>1<sup>st</sup> sem.</u>	<u>2<sup>nd</sup> sem.</u>	<u>payout</u>	<u>1<sup>st</sup> sem.</u>	<u>2<sup>nd</sup> sem.</u>	<u>payout</u>		
<b>Class I</b>							
14.18	14.18	14.18	14.18	14.18	14.18	14.18	0
15.30	15.30	15.30	15.30	15.30	15.30	15.30	1
16.41	16.41	16.41	16.41	16.41	16.41	16.41	2
17.52	17.52	17.52	17.52	17.52	17.52	17.52	3
18.64	18.64	18.64	18.64	18.64	18.64	18.64	4
20.96	21.27	21.12	21.27	21.59	21.43	21.81	5
<b>Class II</b>							
12.55	12.55	12.55	12.55	12.55	12.55	12.55	0
13.66	13.66	13.66	13.66	13.66	13.66	13.66	1
14.77	14.77	14.77	14.77	14.77	14.77	14.77	2
15.89	15.89	15.89	15.89	15.89	15.89	15.89	3
17.01	17.01	17.01	17.01	17.01	17.01	17.01	4
19.45	19.74	19.60	19.74	20.04	19.89	20.24	5

\*Contract reopener for wages only negotiations