

## ARTICLE I – RECOGNITION

### Section 1

- A. The Board and its agents hereby recognize the MEA as the exclusive and sole bargaining representative for the following unit, but excluding all other salaried personnel and all supervisors: Educational Administrative Assistants.
- B. The term “employee,” when used hereinafter in the Agreement, shall refer to all employees represented by the Union in the bargaining or negotiating units as above defined, for the purpose of collective bargaining in accordance with Act 379 of Public Acts of 1965.

### Section 2

The Board and its agents agree not to negotiate with any individual or group other than the bargaining officers of the union for the duration of the Agreement. The Board and its agents recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment.

The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status.

### Section 3

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except for activities relating to discharge or discipline of such employees for other than Union activity.

## ARTICLE II – BOARD RIGHTS

### Section 1

In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Dearborn Heights School District No. 7 consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law.

The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, reasonable rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provisions of this Agreement.

### Section 2

The matters contained in this Article, except where specifically qualified elsewhere in this Agreement, are not subject to further negotiations between the parties during the term of this Agreement.

## ARTICLE III – REPRESENTATION

### Section 1

The Union membership shall be represented by a bargaining committee of not more than one (1) member elected by the Union membership. In addition, there shall be one (1) representative from the MEA. All elected

members of the committee must be full-time employees of the school district who have successfully completed their probationary period.

## **Section 2**

The Union shall present to the Board a President elected by the Union membership within ten (10) working days after the election.

## **Section 3**

The Bargaining Committee will be the official committee of the Union for the purpose of conducting contract negotiations.

## **Section 4**

The elected President will act for the Union in the settling of grievances, with the assistance of a representative.

# **ARTICLE IV - NEGOTIATIONS AND GRIEVANCE MEETINGS**

## **Section 1**

- A. Negotiating unit member shall be paid for time spent for contract negotiations conducted during scheduled work hours. If said negotiations are conducted for a period of four (4) hours or more, that employee will not be required to report for work that day but will be paid for the balance of the day.
- B. A maximum of four (4) Union members shall be allowed up to two (2) hours paid released time from their assignments to attend mediation sessions which have been scheduled by the State mediator during said Union member's regular working hours.

## **Section 2**

An employee(s) will be paid for and not be required to make up time that is lost from their normal work day during a grievance meeting with the administration. All meetings will be scheduled at a mutually agreed upon time and date.

## **Section 3**

Union President shall be released with pay from his/her assignment for two (2) days each year to attend the Union President Training Conference.

# **ARTICLE V – SENIORITY**

## **Section 1**

Seniority lists, updated annually, will be maintained for the purpose of permanent layoff during the normal school year, (September to June), and for promotion and recall. The seniority lists will be created as specified in Section 3, Item A below.

## **Section 2**

- A. Temporary adjustments in personnel, not to exceed five (5) working days, shall be made by the Employer.
- B. Extended reductions in personnel (more than five [5] working days) will be made as follows:
  - 1. Probationary personnel will be the first employees laid off.
  - 2. If further layoffs are necessary, they will be made according to the seniority lists.
  - 3. Personnel will be notified two (2) weeks prior to layoff except in emergencies, catastrophe or Act of

- God whereby they will be given twenty-four (24) hours notice.
4. Employees who are laid off during the normal work year and are called in on a day-to-day basis, when the need arises, shall receive the current rate of pay for employees.

### **Section 3**

- A. New employees hired in the unit shall be considered probationary employees for the first sixty (60) working days of employment. The probationary period may be extended up to thirty (30) working days with mutual agreement with the Union. The Employer will establish the wage and assignment of probationary employees during their probationary period. Upon satisfactory completion of the probationary period, the employee shall be entered on the seniority list, retroactive to the first day of probationary employment. Probationary periods must be satisfied during the normally assigned work year or while school is in session. Days absent during the probationary period will not be included in the sixty (60) working day period.
- B. New employees' rate of pay upon starting will be \$ .75 per hour less than existing and adjusted by \$ .25 per hour at twenty (20) working day intervals to existing hourly rate.

### **Section 4 – Loss of Seniority**

An employee shall lose seniority upon termination of employment.

### **Section 5 – Recall**

- A. Employees will be recalled in reverse order of seniority as defined in this Article, Section 1.
- B. Notice of recall shall be sent to the employee by certified mail. If an employee fails to notify the employer of their intent to return to work within five (5) working days of receipt of recall notice; he/she shall be considered to have resigned.
- C. Employees on layoff status are subject to recall for a period of 3 years. It is the responsibility of the employee to maintain current contact information with the employer.
- D. Any laid off employee who refuses an offer of full time employment within the bargaining unit shall surrender all future rights to recall and shall be considered to have resigned.
- E. Laid off employees will be given preference of hiring for non-unit positions in accordance with their seniority and qualifications as subject to the following conditions:
  1. No other employee within the unit where a vacancy exists is on layoff status.
  2. The employee being so hired is qualified for the position.
  3. The employee has given written notice to the Employer of his/her desire to be hired to fill the vacant position.
- F. Employees hired to positions pursuant to Section 5 E herein shall receive those benefits provided to the unit to which they have been hired.
- G. Employees hired to positions pursuant to Section 5 E herein shall have their seniority within the Educational Administrative Assistant unit frozen.

### **Section 6**

For purpose of layoff and recall only, the President shall hold top seniority during his/her term of office. Upon effect of this Agreement, the Union shall notify the Employer in writing, as to the names of President entitled to top seniority and will thereafter keep the Employer notified in writing of any changes. No employee shall be eligible to hold the position of President who has not been in the employ of the Employer for at least six (6) months.

## ARTICLE VI – UNION SECURITY AND DUES DEDUCTION

### Section 1

The Employer agrees to notify all new employees covered by this Agreement that the Union is the sole exclusive bargaining representative. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement or on the date upon which this Agreement is signed, whichever is later, shall remain members in good standing and those who are not members on the effective date of this Agreement or the date upon which this Agreement is signed, whichever is later, shall on the sixty-first (61<sup>st</sup>) day following the effective date of this Agreement or the date upon which this Agreement is signed, whichever is later, become and remain members in good standing in the Union, or they shall pay service fees in accordance with the by-laws of the Union for the duration of the Agreement and any extensions thereof. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date or the date upon which this Agreement is signed, whichever is later, shall on the sixty-first (61<sup>st</sup>) day following the beginning of such employment become and remain members in good standing in the Union or shall pay a service fee as stated above; and in the event an employee covered by the Agreement shall refuse and fail to become a Union member or to pay the service fee, the Employer shall terminate said employee's employment, subject to conditions specified in Section 4 of this Article.

### Section 2

- A. The Union will furnish the School district with deduction authorization cards signed in triplicate by the employee involved as or before each employee completes his/her probationary period. These cards will authorize the Board to make the necessary deductions each month on each employee following completion of his/her probationary period in accordance with the requirements of the National Labor Relations Act of 1947 and amendments thereto.
- B. A form comparable to the authorization for dues check-off shall be available for signature by employees who elect to have their equivalent service fees deducted, rather than membership dues.
- C. Upon signed authorization of the employee, the Employer agrees to make all authorized deductions on the first pay period of each month and shall pay same to the Secretary-Treasurer of the MEA prior to the end of the month.
- D. The Union will furnish the Employer with a check-off list in alphabetical order in duplicate each month, indication thereon the amount due for each employee. One copy of this list shall be returned with the stipulated amount to the Union prior to the end of the month.

### Section 3

The Union agrees to indemnify and save the Board of Education, including such individual school board members and the administration, harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action by the Board of Education for the purpose of complying with this Article.

### Section 4

The Union shall notify the Employer and the employee by certified mail of any employee who is thirty (30) working days in arrears in the payment of membership dues or service fees. In the event the employee fails to pay either membership dues or service fees pursuant to the employee's prior election, said employee shall be discharged by the Employer within thirty (30) working days of said notice. However, no employee will be terminated during the pendency of any appeal relative to the level of service fees.

### Section 5

Non-bargaining unit employees will not perform bargaining unit work that would deprive bargaining unit employees of their regularly scheduled work day.

## **ARTICLE VII – RESIGNATION AND RETIREMENT**

### **Section 1**

Any employee wishing to discontinue his/her service with the Board of Education shall give written notice to the Superintendent of Schools at least fifteen (15) days before termination of service.

### **Section 2**

Early retirement may be required by the Board of Education if in its judgment, in conjunction with management Rights, Article II, Section 1, an employee due to reasons of health can no longer meet his/her normal working obligations. There shall be a special conference with the Union prior to any compulsory early retirement action by the Board.

## **ARTICLE VIII – GRIEVANCE PROCEDURE**

### **Section 1**

A grievance is an allegation of violation, misapplication or misinterpretation of this contract.

### **Section 2**

Grievances of employees or of the Union shall be presented and adjusted in the manner as defined below.

### **Section 3**

If a grievance arises requiring action of authority higher than that in Step A, it may be initiated at the appropriate step of the Agreement.

### **Section 4**

It is expressly understood and agreed that at the building level no employee or group of employees shall initiate the grievance procedure until the alleged grievance is discussed informally with the principal or supervisor, with or without representation of the Union.

### **Section 5**

If the informal discussion as described in Section 4 is not concluded to the satisfaction of the employee and the Union, the grievance procedure as outlined below shall be followed.

### **Section 6**

Grievances must be taken up promptly and no grievance will be considered or discussed which is not presented in writing within fifteen (15) working days after such has happened unless circumstances make it impossible for the employee or Union to have knowledge of the act.

Step A: The aggrieved employee and Union President shall formally present in written form the grievance to his/her principal or supervisor.

Step B: Whenever a grievance cannot be resolved at Step A, or if no decision has been rendered within five (5) working days after presentation of the grievance, the Union may carry the grievance in writing to the Superintendent of Schools, or his/her duly delegated representative. If the Union has not appealed the grievance to the Superintendent of Schools or his/her duly delegated representative within five (5) working days of the disposition of the grievance by the principal, the grievance will be considered resolved. After receipt of the grievance by the Superintendent of Schools or his/her duly designated representative, a meeting will be called within five (5) working days with the grievant, the President and the Union Business Representative for the purpose of resolving the issue.

- Step C:
1. If the Union is not satisfied with the Step B disposition of the grievance, the Union shall notify the Employer of its intent to proceed with grievance arbitration.
  2. Upon receiving such a notice in writing from the Union, the parties shall attempt to mutually select an arbitrator.
  3. If the attempt to mutually select an arbitrator has failed, the Union may submit a Demand for Arbitration to the American Arbitration Association (AAA). An arbitrator shall thereafter be selected in accordance with AAA rules which shall likewise govern the arbitration proceeding.
  4. Neither the Employer nor the Union shall be permitted to assert in any arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party.
  5. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
  6. The fees and expenses of the arbitrator shall be shared equally by the Union and Employer.
  7. The parties shall be bound by the award of the arbitrator. However, judgment thereon may be entered in any court of competent jurisdiction.

### **Section 7**

There shall be no interruptions of service or operations by the school Board or by the Union or any employee while grievances are being resolved.

### **Section 8**

Unless otherwise provided herein, grievances not responded to within the prescribed time limits shall be considered withdrawn without prejudice or precedent.

### **Section 9**

Probationary employees do not have access to the grievance process.

## **ARTICLE IX – DISMISSALS AND DISCIPLINE**

### **Section 1**

After completion of the probationary period, no employee shall be dismissed without just and sufficient cause.

### **Section 2**

Employees shall have the right to union representation, if they request it, at all formal meetings relating to disciplinary action. A copy of all written warnings and reprimands shall be given to the President .

### **Section 3**

Reprimands must be served within five (5) working days of the event upon which it is based unless circumstances make it impossible for the Employer to have knowledge of said event.

#### **Section 4**

The below-mentioned progressive discipline process shall be followed except in cases of misconduct or egregious violations.

1. verbal/written warning
2. written reprimand
3. suspension with pay
4. suspension without pay
5. discharge.

In cases where the employee is absent without notifying the employer, unless the employee is prevented from notifying the employer by circumstances beyond the employee's control; the employee will be terminated.

#### **Section 5**

The employee will be given the opportunity to respond to any disciplinary action and to have the response included in his/her personnel file.

### **ARTICLE X – VACANCIES, PROMOTIONS, AND TRANSFERS**

#### **Section 1**

The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of all employees. The Board agrees to post all vacancies or positions for a period of three (3) working days. In cases of transfer, three (3) working days after expiration of posting, the employee will be notified of his/her start date in the new position.

#### **Section 2**

Transfer requests will be considered on the basis of seniority.

### **ARTICLE XI – OVERTIME**

#### **Section 1**

Time and one-half (1 ½) will be paid for all hours worked in excess of eight (8) in any one day and for all hours worked in excess of forty (40) in any one week.

#### **Section 2**

Overtime shall be performed only by employees at the rate of time and one-half for Saturdays. Double time shall be paid for Sundays. Employees called in shall receive no less than two (2) hours pay.

### **ARTICLE XII – NEW CLASSIFICATIONS**

New classifications that pertain to the employees shall be discussed with the Union as to the rates of pay, hours and other working conditions.

### **ARTICLE XIII – UNION MEETINGS**

The Union shall have the right to use school facilities on the same basis as other community organizations or groups. The Union may request the use of buildings through proper channels set up by the Board of Education.

**ARTICLE XIV – CHANGES IN CONTRACT**

It is contemplated that terms and conditions of employment provided in the Agreement shall remain in effect until altered by mutual agreement in writing between the parties. It is recognized that matters may, from time to time, arise of vital mutual concern. Therefore, it is necessary that the opportunity be provided for mutual discussions of such matter.

**ARTICLE XV – WORK YEAR**

**Section 1**

Retroactivity will be paid from the date of the employee’s return to work.

**Section 2**

**A. The Administrative Assistants’ work year is defined as the number of work days listed below:**

|   |                 |
|---|-----------------|
| <b>Elementary Administrative Asst.</b>    | <b>193 days</b> |
| <b>Secondary Administrative Asst</b>      | <b>193 days</b> |
| <b>AHS Counseling Administrative</b>      | <b>203 days</b> |
| <b>Secondary principal Administrative</b> | <b>203 days</b> |

**Days to be determined between employee and building principal**

**Compensation will be based on 2010/11 work year.**

The employees shall be given the opportunity to perform secretarial work at the Board office during the summer months at their regular rate of pay in situations where the administration determines a need for temporary secretarial support. A sample situation would be contacting a building secretary to work as a substitute for one of the board office Administrative Assistants during an extended absence. The administration may contact non-unit individuals in instances where workers are needed for unique situations such as data entry, making phone calls or inventory work.

**Section 3**

All Administrative Assistants shall work eight (8) hours and fifteen (15) minutes per day. The times are mutually agreeable between the administrator and secretary. All Administrative Assistants shall be entitled to a duty-free lunch period of forty-five (45) minutes, and a fifteen (15) minute relief time before lunch and after lunch.

Part-time employees who work four (4) hours or more per day shall be entitled to a fifteen (15) minute lunch period and one fifteen (15) minute break during their normal work day. Part-time employees who work less than four (4) hours per day shall be entitled to one fifteen (15) minute break during their normal work day.

**ARTICLE XVI – EMPLOYMENT RIGHTS**

**Section 1**

Where there is an apparent or real inequality in assigned work schedules, they shall be adjusted.



## Section 2

The Board of Education will strive to provide safe, paved, off-street parking facilities.

## Section 3

Employees will be reimbursed for tuition costs for classes that have been approved by the Employer.

### **ARTICLE XVII – HEALTH AND SAFETY**

The School Board shall continue to make reasonable and adequate provisions for the safety and health of its employees at their place of work during the hours of their employment. Employees agree to comply with all safety, health and fire regulations. Employees are required to notify the Employer in writing of any unsafe equipment. If the Employer fails to repair said equipment, the employee will not be required to use it.

**Employees shall not be required to administer any medications that require specific training until appropriately trained for the procedure. Any requirement beyond the dispensing of medication shall require specific training in the procedure involved, and where medically prudent, child specific training. Such training and appropriate updates shall be provided annually by the Board during normal work hours. The Board shall continue to explore the use of qualified personnel to meet student health needs.**

### **ARTICLE XVIII – JURY DUTY**

If an employee is called to jury duty, the employee shall submit the check or a photostatic copy and the difference between the gross amount of the check, excluding mileage allowance, and the employee's regular gross wage will be paid by the Board of Education. If a check stub is not available, the employee shall submit a statement signed by the court official denoting the amount included for mileage expense.

### **ARTICLE XIX – DEATH BENEFITS**

In the event of the death of an employee, earned vacation pay and earned sick leave days as described in the "Sick Leave" portion of the contract shall be paid to designated beneficiary on life insurance as provided by the Board of Education.

### **ARTICLE XX – DEATH IN FAMILY**

#### Section 1

For regular scheduled working days lost due to a death in an employee's immediate family, an allowance of five (5) days will be given at the employee's regular rate of pay to attend funeral services for the following family members: mother, father, mother-in-law, father-in-law, wife, husband, natural children, adopted children, and step-children. Three (3) days shall be granted to attend funeral services for grandmother, grandfather, brother and sisters. If additional days are required to attend the funeral, it is permissible to deduct these days from the personal leave days, upon approval. Proof of death may be required prior to disbursement of bereavement days.

#### Section 2

Employees shall receive a maximum of one (1) day to attend the funeral of a sister-in-law or brother-in-law, **daughter-in-law or son-in-law, and grandchildren.**

## **ARTICLE XXI – MISCELLANEOUS**

### **Section 1**

All employees shall be entitled to participate in the tax-deferred annuities program available through the payroll deduction process. **All employees must utilize direct deposit.**

### **Section 2**

Employees absent in excess of twenty (20) consecutive work days for non-work related reasons will have sick days, vacation days and longevity prorated. Further, sick leave time will be prorated for employees who are new hires or who retire prior to the end of the school year.

### **Section 3**

When a school building is closed by Employer directive, the bargaining unit members shall receive full pay for the day.

### **Section 4**

**Section 125 plan shall be offered to all employees.**

## **ARTICLE XXII – LEAVES OF ABSENCE**

### **Section 1**

General Statement: A leave of absence may be granted by the Superintendent of Schools to an employee having a minimum of one (1) year service, for a period of time not to exceed one [1] year (subject to renewal for one (1) year by the Board of Education). Leaves of absence shall be without pay and accumulative benefits. Seniority shall continue to accrue during unpaid leave for a period of one year.

In the event of layoff or extended leave of absence, exclusive of sick leave, arrangements may be made with the Employer to continue medical insurance in force up to an additional one (1) year at the employee's expense.

In cases other than emergency or medical, employees are required to notify the Superintendent at least sixty (60) days prior to requesting a leave of absence. Upon return from leave of absence, employees will be returned to the current rate of pay.

### **Section 2**

The provisions of the Family Medical Leave Act (FMLA) shall be adopted in their entirety in so far as they are not inconsistent with other provisions of the labor agreement and its amendments. Further, it is agreed that no employee shall suffer a reduction in benefits through the application of said Family Medical Leave Act (FMLA).

### **Section 3**

A leave of absence for military service shall be granted to an employee who shall be inducted or who enlists for military duty in any branch of the Armed Forces of the United States. This section is effective for only one (1) term in the Armed Forces per individual.

### **Section 4**

A regularly scheduled employee may be required to take an involuntary unpaid leave when it has become apparent to the Superintendent of Schools that the individual is no longer able, either physically and/or mentally, to discharge the duties of his/her position in a competent manner.

- A. Upon the recommendation of the Superintendent of Schools and approval of the Board, the Superintendent of Schools may require in writing that any employee take a physical or mental examination at the Board's expense. The results may be used for determining involuntary leave and/or termination.
- B. The employee requesting return from involuntary leave may return only upon recommendation of the Superintendent of Schools, a mental or physical re-examination at the Board's expense and approval by the Board of Education.
- C. The examining physician shall be selected jointly by the Board of Education and the Union.

**Section 5**

Time off without pay shall be at the discretion of the Employer.

**Section 6**

Employees must work the day before or the day after a holiday to be eligible for holiday pay.

**ARTICLE XXIII – WORKERS' COMPENSATION**

**Section 1**

Any secretary who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, may receive from the Board the difference between the allowance under the Workers' Compensation law and his/her regular salary for a maximum period of one year by prorating unused sick days. All Workers' Compensation checks are to be submitted for a photostatic copy.

**Section 2**

In the event of illness or accident compensable under Workers' Compensation, fringe benefits will be paid by the Employer for one year.

**Section 3**

An employee injured on the job and sent to the hospital shall be paid for the day.

**ARTICLE XXIV – INSURANCE**

A. The Employer will provide each full-time employee with one of the following insurance packages:

B.

- 1. Plan A For employees needing health insurance  
**Health, dental and vision insurance provided by school district insurance plan.**  
**Negotiated life AD & D \$30,000**  
**co-pay \$10/\$20 Effective 07/01/08**  
**\$200/\$400 deductible**  
**\$10 office visit**  
**Employee contribution of 20% of insurance premiums**
  
- Dental Plan 80/80/50: \$1500**
- Vision ADN Plan**
  
- RX Saver Prescription Plan Effective 07/01/10**

|                  |  |
|------------------|--|
| 2. <u>Plan B</u> | For employees not needing health insurance |
| Dental Plan      | 80/80/50: \$1500                           |
| Negotiated Life  | \$30,000 AD & D                            |
| Vision           |  |

The insurance plans specified above shall continue to serve as the standard specifications for minimum coverage to be provided by any other plan following any such change, including any adjustments in benefits and extent of coverage made after the change.

The employer may obtain health insurance, dental insurance, life insurance and vision insurance with a minimal equivalency of coverage as specified above separately from other insurance companies or in a package in its discretion.

The Board shall provide to all bargaining unit employees a "Managed Sick Leave Program" with benefits beginning at the end of the employee's sick days at a rate of 70% of contractual salary to a maximum monthly payment specified in the managed leave plan for two (2) years continuing to the end of the contract year. Benefits shall continue beyond the two (2) year period at a rate of 60% of the employee's regular rate of pay for the period of disability, but never beyond the age of sixty-five (65).

The Board shall provide the above program during the length of this contract and within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policyholder.

## **ARTICLE XXV - SICK LEAVE**

### **Section 1**

In order to be eligible for vacation and sick leave time, an employee must work a minimum of eleven (11) days per month. Days taken for vacation, holidays and sick leave time count as days worked.

### **Section 2**

- A. The employer agrees to provide each bargaining unit employee with 10 sick days and 3 personal days at the beginning of each school year.
- B. The employer agrees to pay the employee for each unused sick day by June 30<sup>th</sup> of each year at the rate of **\$75/day**. The sick day payout rate will be \$100/day for employees who have a total of eight (8) or more unused sick/personal days at the end of the school year. Employees who have accumulated frozen sick days may elect to sell all frozen days at the end of the 2004-05 school year at the rate of \$50/day provided that the employee notifies the business office no later than June 30, 2005.
- C. The use of sick days is restricted to their intended purpose. Usage of sick days for any other purpose will warrant disciplinary measures up to and including discharge.
- D. A sick day may not be used by an employee to extend a negotiated holiday or vacation day.

### **Section 4**

A bargaining unit member who is absent more than five consecutive working days shall secure a certificate from a medical doctor stating the date of the illness/injury, diagnosis and a date for the return to work.

### **Section 5**

To Qualify as a sick day, the employee who must be absent from work will notify the Substitute Caller in a timely manner.

## ARTICLE XXVI - VACATION

Vacation schedule for less than 52-week employees:

|                         |         |                |         |
|-------------------------|---------|----------------|---------|
| 1 through 5 years ----- | 8 days  | 9 years -----  | 13 days |
| 6 years -----           | 10 days | 10 years ----- | 14 days |
| 7 years -----           | 11 days | 11 years ----- | 15 days |
| 8 years -----           | 12 days | 12 years ----- | 16 days |

Administrative Assistants working less than 52 weeks shall have the option of taking vacation, if approved, during the school year, or pay in lieu of vacation at the end of the school year.

Administrative Assistants employed on or after April 1, 1994 shall not be entitled to vacation time. Any employee who transfers in or out of a classification who was eligible to receive vacation benefits prior to April 1, 1994, shall continue to be eligible for vacation benefits per their new classification vacation schedule.

## ARTICLE XXVII - HOLIDAY PAY

A. Regular full-time employees shall be paid eight (8) hour pay at the straight time daily rate for the following holidays:

|                          |                                    |
|--------------------------|------------------------------------|
| Martin Luther King Jr.   | Thanksgiving                       |
| Good Friday              | Day after Thanksgiving             |
| Memorial Day             | December 24, 25, 26, <b>27, 28</b> |
| Fourth of July*          | New Year's Eve Day                 |
| Labor Day                | New Year's Day                     |
| <b>Monday Mid-Winter</b> |                                    |

\*Only 52-week employees are eligible for Fourth of July Holiday pay.

B. If any work is performed on the above-named holidays, the employee shall be paid double time the regular rate for hours worked, in addition to the eight (8) hours of gratuity holiday pay.

A. In order to qualify for eight (8) hours of straight time pay for a holiday not worked, it is provided that regular employees must work the regular scheduled work day before and after the holiday, except in cases of illness, or unless the absence is mutually agreed upon. In the event of illness, the employer may require medical documentation.

## ARTICLE XXVIII - RESIGNATION AND/OR RETIREMENT

A. Any Administrative Assistant who retires or resigns does not forfeit her right to earned vacation time, but loses her seniority rights in the event of re-employment.

B. Upon resignation or retirement, the Board will pay to the Administrative Assistant all unused frozen sick leave days at the rate of 80% of \$102.08 per day.

C. Upon the death of an Educational Administrative Assistant, regardless of years of service, 50% of accumulated leave days (at the daily rate of \$102.08) shall be paid to the beneficiary as provided to the life insurance policy held with the Board of Education.

## ARTICLE XXIX - LONGEVITY ALLOWANCE

|                          |       |
|--------------------------|-------|
| 8 years of service-----  | \$450 |
| 13 years of service----- | \$500 |
| 18 years of service----- | \$550 |

The longevity allowance shall be payable on or before June 30. Longevity payment will begin after completion of 8, 13 or 18 full years of employment.

**ARTICLE XXX - SALARY SCHEDULE**

**A. Salary Schedule:**

The hourly salary increase shall be:

|                            |           |                  |
|----------------------------|-----------|------------------|
| <b>2011/12 school year</b> | <b>0%</b> | <b>\$17.40</b>   |
| <b>2012/13 school year</b> |           | <b>re-opener</b> |

**B. Equity payment:**

Beginning with the 2004-05 school year and continuing for the duration of this agreement: No later than June 30 of each school year where the previous year’s finalized district fund balance is equal to or greater than twenty percent (20%) of the district’s operating budget for that year; the Employer agrees to pay each employee a lump sum equity payment of five hundred dollars (\$500).

An employee shall be paid \$15.00 per hour for extra duty activities. (when applicable)

**ARTICLE XXXI -Duration of Agreement:**

**July 1, 2011 – June 30, 2013**

**Wage and benefit re-opener in 2012/13**

**New Provision**

**This provision shall be construed consistent with PA4 in that an emergency manager under the Local Government and School District Fiscal Accountability Act shall have the full authority to reject, modify and/or terminate the collective bargaining agreement in whole or part under the Local Government and School District Fiscal Accountability Act.**

IN WITNESS WHEREOF: The parties have caused this instrument to be executed.

Educational Administrative Assistants

Board of Education

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Phillip Shannon, President

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Denise Rafferty, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# ***A G R E E M E N T***

---

***BO A R D O F E D U C A T I O N  
D E A R B O R N H E I G H T S S C H O O L D I S T R I C T N O .***

***7***

***A N D***

***W A Y N E C O U N T Y M E A / N E A***

***E D U C A T I O N A L A D M I N I S T R A T I V E A S S I S T A N T S***

***July 1, 2011 through June 30, 2013***

## TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>CONTENTS</u>  | <u>PAGE</u> |
|----------------|--|-------------|
| ARTICLE I      | Re c o g n i t i o n   | 1           |
| ARTICLE II     | Bo a r d R i g h t s   | 1           |
| ARTICLE III    | Re p r e s e n t a t i o n                                     | 1           |
| ARTICLE IV     | Ne g o t i a t i o n s a n d G r i e v a n c e M e e t i n g s | 2           |
| ARTICLE V      | Se n i o r i t y   | 2           |
| ARTICLE VI     | U n i o n S e c u r i t y a n d D u e s D e d u c t i o n      | 4           |
| ARTICLE VII    | Re s i g n a t i o n a n d R e t i r e m e n t                 | 5           |
| ARTICLE VIII   | G r i e v a n c e P r o c e d u r e                            | 5           |
| ARTICLE IX     | D i s m i s s a l s a n d D i s c i p l i n e                  | 6           |
| ARTICLE X      | V a c a n c i e s, P r o m o t i o n s a n d T r a n s f e r s | 7           |
| ARTICLE XI     | O v e r t i m e  | 7           |
| ARTICLE XII    | N e w C l a s s i f i c a t i o n s                            | 7           |
| ARTICLE XIII   | U n i o n M e e t i n g s                                      | 7           |
| ARTICLE XIV    | C h a n g e s i n C o n t r a c t                              | 8           |
| ARTICLE XV     | W o r k Y e a r  | 8           |
| ARTICLE XVI    | E m p l o y m e n t R i g h t s                                | 8           |
| ARTICLE XVII   | H e a l t h a n d S a f e t y                                  | 9           |
| ARTICLE XVIII  | J u r y D u t y  | 9           |
| ARTICLE XIX    | D e a t h B e n e f i t s                                      | 9           |



|                |  |    |
|----------------|--|----|
| ARTICLE XX     | De a th in Fa mily                       | 9  |
| ARTICLE XXI    | Misc e lla ne o us                       | 10 |
| ARTICLE XXII   | Le a ve of Ab se nc e                    | 10 |
| ARTICLE XXIII  | Wo rke rs Co mp e nsa tio n              | 11 |
| ARTICLE XXIV   | Insura nc e                              | 11 |
| ARTICLE XXV    | Sic k Le a ve                            | 12 |
| ARTICLE XXVI   | Va c a tio n                             | 13 |
| ARTICLE XXVII  | Ho lid a y Pa y                          | 13 |
| ARTICLE XXVIII | Re sig na tio n a nd / o r Re tire me nt | 13 |
| ARTICLE XXIX   | Lo ng e vity                             | 14 |
| ARTICLE XXX    | Sal a ry Sc he dule                      | 13 |
| ARTICLE XXXI   | Dura tio n                               | 14 |