MASTER AGREEMENT

between



THE SCHOOL DISTRICT of the CITY OF WYANDOTTE

and

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

July 1, 2021 – June 30, 2024

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Agreement entered into and effective this 7th day of June 2021, 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

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

Section 1. The normal work week shall be (40) hours, Monday through Friday. The normal work week shall be eight (8) hours with a one-half (1/2) hour paid lunch. Starting and ending times shall be determined by the appropriate administrator.

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

Section 1. The normal work week shall be forty (40) hours, Monday through Friday. The normal work day shall be eight (8) hours with a one-half (1/2) hour paid lunch. Starting and ending times shall be determined by the appropriate administrator.

When a decision is made to close the schools of the district because of An Act of God, as defined by the Department of Education, public notice of such decision shall be given as soon as possible. Employees shall not be required to report to work/engage in work for the period of time for which the state allows days to be forgiven with full pay.

If the number of days goes beyond the number of days in which the state allows forgiveness, employees may not be required to report to work, but shall be required to engage in remote work/virtual learning, as directed by the Employer.

Section 3. Hours in excess of forty (40) hours per week shall be compensated at one and one half (1.5) times the overage. It shall be the individual employee's choice to receive monetary compensation time or time off in lieu of pay, when overtime is worked. An employee shall be allowed to use any accumulated compensatory time within the same pay cycle or any time thereafter. Any accumulated compensatory time not used by the end of the current school year shall be paid to the employee at the current rate of pay.

Section 4. Ten (10) and eleven (11) month employees shall have the opportunity to work up to four (4) more days with prior knowledge and mutual agreement of an administrator. The days elected to work does not have to be the same each year.

ARTICLE IV – ABSENCE

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.

ARTICLE V – LEAVES OF ABSENCE

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. 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.

The base date from which all such service accumulations shall begin is July 1st 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.

- **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 her/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 who is absent three (3) or more consecutive days, due to sickness or disability, 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 Human Resources Director.
- **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 (1) 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

Section 1. For the transaction of personal business 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 Article V, Section 6.

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

ARTICLE VII – DEATH IN THE IMMEDIATE FAMILY

The Bereavement and Funeral Leave form will be completed by the employee and given to the building administrator for approval. If the employer suspects abuse, employees may be required to provide a letter to verify attendance and relationship.

- **Section 1.** Employees shall be allowed five (5) days off with pay for the death of a Spouse, Child (Natural, Step, Foster, Adopted), Mother, Father, Brother, Sister, and Legal Dependent residing in the employee's household.
- **Section 2.** Employees shall be allowed three (3) days off with pay for the death of a Grandparent, Grandchild, Legal Guardian, Step-Parent, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Son-in-Law, and Daughter-in-Law.
- **Section 3.** Employees shall be allowed one (1) day off with pay for the death of an Aunt, Uncle, Niece and Nephew.
- **Section 4.** An employee who travels a minimum of one hundred (100) miles shall be allowed one (1) additional day with pay in addition to those delineated in Sections 1, 2, and 3.
- **Section 5.** An employee who travels two hundred (200) miles or more shall be allowed two (2) additional days with pay in addition to those days delineated in Sections 1, 2, and 3.

ARTICLE VIII – VACATION

Section 1. All full-time twelve (12) month employees who have completed at least twelve (12) months of employment as of July 1st, and who have worked twelve (12) months since the preceding July 1st 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 1st, and who have worked twelve (12) months since the preceding July 1st, shall be entitled to receive the following annual vacation:

Length of Employment	<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 1st, and who have worked ten (10) or more months since the preceding July 1st, 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 1st, shall be entitled to receive the following annual vacation.

Length of Employment	<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 1st, but who have worked six (6) months or more during such period shall be entitled to receive a pro-rata annual vacation. For example, 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^{st} , 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.

ARTICLE IX – HOLIDAYS

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 (December 26)	Memorial Day

- **Section 2**. In addition to the above, all twelve (12) month employees shall receive pay for July 4th, December 31st (New Year's Eve), and July 3rd or 5th only when July 4th occurs on a Tuesday or Thursday to create a four (4) day weekend.
- **Section 3**. Whenever Christmas Eve, Christmas, New Year's Day 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 31st or July 4th falls on a Saturday, twelve (12) month employees shall celebrate on the Friday before.

Whenever Christmas Eve, Christmas, New Year's Day 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 31st or July 4th 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.

Section 5. All employees will have one (1) floating holiday. In lieu of taking this day, an employee may elect to receive compensation at their current daily rate at the end of the school year. If receiving compensation, the payroll office must be notified in writing no later than the first (1st) pay period in May.

ARTICLE X – PERSONAL ILLNESS

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.

Section 3. The parties shall create a committee to review and advise on three (3) issues: 1. Classification of Administrative Assistants; 2. Job Descriptions; and 3. Part Time Positions. The committee will be comprised of an equal number of individuals from the Employer and the Union. Each party shall have the right to choose their committee members. The parties shall report to their work and findings to each party's respective bargaining team no later than March 1, 2022.

ARTICLE XI – NOTICE UPON TERMINATION OF EMPLOYMENT

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

ARTICLE XII – GRIEVANCE PROCEDURE

- **Section 1**. A "grievance" is hereby defined as a complaint by an employee or a group of employees based upon an alleged violation of the provisions of this Agreement, or a difference as to the interpretation or application of this Agreement.
- **Section 2.** It is recognized that grievances should be processed as rapidly as possible, and the number of days indicated at each step of the grievance procedure shall be the maximum time allowed for presenting a grievance. The time limits specified may, however, be extended by mutual agreement in writing.
- **Section 3.** All grievances shall be presented in accordance with the following procedure:

<u>STEP ONE:</u> Within a ten (10) working-day period of a grievance, or knowledge of a grievance, employees may present a grievance personally, or through their Union representative, to their immediate supervisor. The immediate supervisor shall attempt to adjust the matter as soon as possible and in any event within ten (10) working days.

STEP TWO: If the grievance is not resolved at Step One, it may be presented in writing within ten (10) working days to the Human Resources Director. He/she shall respond to this grievance within ten (10) working days.

STEP THREE: If the response at Step Two is not satisfactory, the grievance may be presented to the Superintendent of Schools or designee within ten (10) working days. The Superintendent or designee shall answer such a grievance within ten (10) working days.

STEP FOUR: If the grievance is not resolved at the previous step, the grievance may be submitted to arbitration by submitting a request, therefore, to the other party within thirty (30) days after the completion of the previous step:

- i. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association.
- ii. Fees and Expenses of Arbitration:
 - A. The Association will pay the filing fees and expenses of the arbitration, i.e. those specifically listed on the selected arbitrator's expense/cost/fee schedule.
 - B. All other expenses/costs/fees, including, but not limited to, witnesses and attorneys, shall be borne by the party incurring such expense.
 - C. If it is necessary to cancel an arbitration hearing, the party requesting cancellation shall be responsible for any expenses/costs/fees of doing so unless a written agreement to the contrary is agreed upon between the parties.

- iii. The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this agreement; (b) establish or modify any wage rate.
- iv. The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator shall be final and binding on the Union, its members, the employee or employees involved and on the employer.

Section 4. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits herein set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of a supervisor or administrator to communicate his/her decision to the employee or the Union at any step within the time limits specified shall permit the employee or the Union to proceed to the next step.

ARTICLE XIII – RETIREMENT

Section 1. To the extent permitted by law, retirement may be required by the Board if in its judgment an employee can no longer satisfactorily perform her/his essential job functions. Similarly, to the extent permitted by law, 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 XIV – HEALTH EXAMINATIONS

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 at no cost to the employee and before the employee assumes her/his duties.

ARTICLE XV – JOB POSTINGS

Section 1. Any vacant position within the bargaining unit as defined in Article II shall be posted on the District website and emailed to staff within ten (10) business days.

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 where internal or external applicants apply. The Union shall be allowed to have one (1) individual take part in the interviews of applicants, when held. The Employer shall have the final decision as to what applicant receives a position.

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 XVI – SENIORITY

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 XVII – NEGOTIATIONS

- **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 posted on the District website as soon as possible and preferably no later than three (3) months after date of ratification.

ARTICLE XVIII – SALARIES

- **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.

All employees will receive their pay through direct deposit.

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 <u>Classification I</u>:
- Assistant Bookkeeper and Payroll
- Accounts Payable

- Payroll/Benefit
- Administrative Assistants to:
 - High School Principal
 - Middle School Principal
 - Director of Special Education & Child Accounting
 - Human Resources Director
 - Business Manager
 - Director of Operations
 - Elementary Principals
 - Special Education Building Administrators
 - Assistant Principal for Athletics & Activities.

The following Administrative Assistant positions are Classification II.

- Switchboard
- Counseling
- Substitute Calling/Attendance
- Attendance
- Vocational Education
- Media Department
- Second Secretary/Wilson Middle School
- Second Secretary/Jo Brighton 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 or, any bargaining unit employee who has earned an Associate's Degree shall receive an additional salary increment of six hundred dollars (\$600) annually or, any bargaining unit employee who has earned a Bachelor's Degree shall receive an additional salary increment of twelve hundred (\$1,200) annually.

Section 5. To initially qualify for the award, documentation for the CPS rating must be submitted to the Human Resources Office by October 15th. 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 15th to the Human Resources Office.

Section 8. The parties agree to form a committee consisting of administrative and bargaining unit employees to review and establish additional training opportunities. An Association Member who is approved to seek and then achieves and maintains an appropriate certification will be entitled to additional hourly compensation. Such appropriate certification(s) will be compensated in \$.25 increments with a maximum for any employee of \$1.00 per hour. A Committee of two (2) Association members and two (2) Administrators will develop and mutually agree upon the list of appropriate certifications.

Section 9. Every employee who has been in the Wyandotte School District five (5) consecutive years shall receive a one-time only \$150 longevity payment. Every employee who has been in the Wyandotte School system fifteen (15) consecutive years shall receive a one-time only \$150 longevity payment. Every employee who has been in the Wyandotte School District twenty-five (25) consecutive years shall receive a one-time only \$150 longevity payment.

ARTICLE XIX – INSURANCE AND RETIREMENT BENEFITS

Section 1. The Board shall provide each employee the option to elect a District provided health insurance plan. The Board may choose to self-insure this benefit through a plan administered by Blue Cross/Blue Shield or health insurance coverage may change after negotiations and upon mutual agreement between the WEAAA and the Board. It is agreed and acknowledged by the parties that the Board may not provide health insurance benefits or payments to its employees electing health insurance greater than those levels prescribed under Michigan Public Act 152 of 2011.

Or

The Board shall pay the employee twelve hundred dollars (\$1,200) in monthly payments of one hundred dollars (\$100) each.

The Board and Association agree to the health, dental, vision and LTD insurance listed in Appendix B.

- **Section 2**. 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 3**. An employee serving (10) consecutive years within the school district and eligible for retirement due to age, years of service, or medical reasons, shall receive a lump sum payment equal to fifteen percent (15%) of the current base salary. Eligibility for this payment requires an employee to submit a notice they are "resigning" to the Superintendent or designee. Notice of resignation must be provided no later than three (3) months prior to the retirement date.

In the event of death of an employee, at any time, payment of the amount delineated above shall be made to the estate of the employee. Any employee who receives the payment delineated above shall only be eligible for the payment one (1) time.

Section 4. 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.

ARTICLE XX – GENERAL

- **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 employees. Any transfer, demotion, discipline or discharge shall be for just cause. An employee may appeal a violation consistent with the Grievance Procedure (ARTICLE XII).
- **Section 3**. 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.
- **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.
- **Section 10**. An Emergency Financial Manager (EFM) appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district accountability act. Provisions required by this subsection are prohibited subjects of bargaining under the act.
- **Section 11:** WEAAA/MEA and the School District agree that there will be no wage or benefit reopener for the 2018-19 contract year. (The School District and the WEAAA/MEA agree that if any bargaining unit contracts are reopened for wage and benefit discussions in 2018-19, the School District will extend the reopener provision to the WEAAA/MEA.)

ARTICLE XXI – EVALUATION

- **Section 1**. 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 will be formally evaluated every year, thirty (30) days before the end of their work year.

Section 3. 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. The purpose of the evaluation process is to improve performance and communication between the secretarial employee and the supervisor.

ARTICLE XXII – ASSOCIATION DAYS

Section 1. 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.

ARTICLE XXIII – WORKER'S COMPENSATION

- **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 XXIV – DURATION OF AGREEMENT

Section 1. A three (3) year agreement covering the 2021-22SY, 2022-23SY and 2023-24SY.

Section 2. This Agreement shall be in effect from July 1, 2021 through June 30, 2024 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

SCHOOL DISTRICT OF THE CITY OF WYANDOTTE	WEAAA/MEA ADMINISTRATIVE ASSISTANTS ASSOCIATION
Catherine M. Cost, Ed.D., Superintendent	Michelle Morris, President
Tonya Brodie, Director of Human Resources	Karin Cholette
Kenneth Laub, Director of Finance	Sherrena Yakowich
Date	Amanda McIntosh
	Paige Sevcik
	Troy Scott, Executive Director
	Date

ADMINISTRATIVE ASSISTANT HOLIDAY SCHEDULE		2021-24	
	Administrative Assistant (10 mo.)	Administrative Assistant (11 mo.)	Administrative Assistant (12 mo.)
Employee's Birthday**	Vacation	Vacation	Vacation
Floating or Compensation**	Holiday	Holiday	Holiday
Friday Before Labor Day	Holiday	Holiday	Holiday
Labor Day	Holiday	Holiday	Holiday
Thanksgiving	Holiday	Holiday	Holiday
Day After Thanksgiving	Holiday	Holiday	Holiday
Christmas Eve	Holiday	Holiday	Holiday
Christmas Day	Holiday	Holiday	Holiday
Day After Christmas*	Holiday	Holiday	Holiday
New Year's Eve	n,	/a	Holiday
New Year's Day	Holiday	Holiday	Holiday
Friday of Winter Break (WB)	Holiday	Holiday	Holiday
President's Day (Mon. of WB)	Holiday	Holiday	Holiday
Spring Break Monday	Holiday	Holiday	Holiday
Spring Break Tuesday	Holiday	Holiday	Holiday
Good Friday	Holiday	Holiday	Holiday
Memorial Day	Holiday	Holiday	Holiday
Independence Day***	n,	/a	Holiday
	15	15	17
*12 mo: When a holiday falls on a Satu prior; when a holiday falls on a Sunday 10/11 will receive an additional vacation	, it will be observed the	Monday following;	
**Floating holiday option			
***12 mo receive additional day when 7/4 falls on a Tuesday or Thursday to create a 4 day weekend.			

Winter Break (WB), if eliminated from calendar - 12 mo receive 2 floating holidays; 10/11 mo receive pay for these 2 days.

APPENDIX A SALARY SCHEDULE

Section 1. Step increases will be granted for all employees covering the 2021-22SY, 2022-23SY and 2023-24SY.

	2021-22 Wage	4%		2022-23 Wage	2%		2023-24 Wage	2
Class 1			Class 1			Class 1		
Step			Step			Step		
1	\$16.39		1	\$16.72		1	\$17.05	
2	\$17.58		2	\$17.93		2	\$18.29	
3	\$18.77		3	\$19.15		3	\$19.53	
4	\$19.98		4	\$20.38		4	\$20.79	
5	\$23.92		5	\$24.40		5	\$24.89	
Class 2			Class 2			Class 2		
Step			Step			Step		
1	\$14.64		1	\$14.93		1	\$15.23	
2	\$15.83		2	\$16.16		2	\$16.48	
3	\$17.02		3	\$17.36		3	\$17.71	
4	\$18.22		4	\$18.58		4	\$18.95	
5	\$22.20		5	\$22.64		5	\$23.09	

After ten (10) years of service within the WEAAA unit, eligible class one and class two employees will receive an additional (\$1) one dollar per hour.

After twenty (20) years of service within the WEAAA unit, eligible class one and class two employees will receive an additional (\$1) one dollar per hour.

Salary Schedule steps will be granted annually.

APPENDIX B – BENEFIT PLANS

Attachment #1 – Administrative Assistant Employees Benefit Handbook (15 pages)

Attachment #2 - Vision Information (2-pages)

Attachment #3 – Long Term & Life Insurance Information (7 pages)