

WARREN WOODS
PUBLIC SCHOOLS

AGREEMENT
BETWEEN
WARREN WOODS
BOARD OF EDUCATION
AND
LOCAL 214
TEAMSTERS STATE, COUNTY
AND MUNICIPAL WORKERS

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July 1, 2006 to June 30, 2008

LOCAL 214
TEAMSTERS
STATE, COUNTY AND MUNICIPAL WORKERS

AGREEMENT

WITH

THE BOARD OF EDUCATION
WARREN WOODS PUBLIC SCHOOLS

EFFECTIVE

JULY 1, 2006 TO JUNE 30, 2008

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6.1 RECOGNITION

6.1.1 Preface

This agreement is entered into this 1st day of July, 2006 by and between the BOARD OF EDUCATION of the Warren Woods Public Schools, hereinafter called the "BOARD" and TEAMSTERS STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 214, hereinafter called the "UNION".

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the recognized organization as the representative of its APA/clerical personnel with respect to hours, wages, and terms and conditions of employment.

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

6.1.2 Recognition Clause

The BOARD OF EDUCATION of Warren Woods Public Schools hereby recognizes the Teamsters State, County and Municipal Employees Local 214 as the exclusive bargaining representative as defined in Act 379, Public Acts of 1965, for all personnel engaged in APA and clerical work designated in salary schedule 6.3.1, including payroll personnel, but excluding a secretary to the Superintendent, secretary to the Assistant Superintendent/Personnel, co-op students, and substitutes except for pay purposes only. All personnel represented by the UNION in the above defined unit shall, unless otherwise indicated, hereinafter be referred to as "Administrative Professional Assistant (APA)", and reference to female shall include male personnel.

6.1.3 No Strike Provision

Recognizing the education of children as the basic reason for establishment and operation of the Warren Woods Public Schools, the Union shall not strike, as defined under Act 379 of the Michigan Public Acts of 1965, for the duration of this Agreement.

The Board shall not engage in a lockout for the duration of this Agreement.

6.2 ADMINISTRATIVE PROFESSIONAL ASSISTANT (APA)/CLERKS RIGHTS

6.2.1 To Use Facilities

The Union and its members shall have the right to use school building facilities at all reasonable hours for meetings under the same policies as other organizations in the district. No APA shall be prevented from wearing the insignia, pins or other identification of membership in the Union either on or off the school premises. Reasonable use of bulletin boards and the inter-school mail shall be made available to the Union and its members for notices and news of Union business.

6.2 Administrative Professional Assistant (APA) Rights – (Contd)

6.2.2 To Information

The Board agrees to furnish to the Union in response to reasonable requests all requested available information concerning the financial resources of the district, APA/Clerk salaries, tentative budgetary requirements and allocations and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the APAs/Clerks, together with information which may be necessary for the Union to process any grievance or complaint.

6.2.3 Agency Shop

Every APA/Clerk in the representative unit, as a condition of continued employment, must either join the Union or pay a service fee equal to the dues of the Union, or have signed a payroll deduction request for same, within sixty (60) days of ratification of this Agreement or of their date of hire, whichever is later. If at any time an APA/Clerk is over thirty (30) days in arrears in payment of dues or service Fee, the Board agrees to dismiss him/her and such dismissal will be deemed to be for just cause and not subject to the grievance procedure. The Board will be held harmless against any action resulting from such dismissal.

6.2.4 Dues Deduction

Any APA/Clerk may sign a payroll authorization form for the deduction of dues from his/her regular salary for the local, state and/or national Union. Such deductions shall be made by the payroll department and remitted not less frequently than monthly to the Union. The Union agrees to make all reimbursements to APAs/clerks for any amount of dues or fees deducted by the Board and paid to the Union by error in excess of the proper deduction and agrees to hold the Board harmless from any claims of excessive deductions.

6.2.5 Private Life

The private and personal life of any APA/Clerk is not within the concern of the Board except as it impinges upon his/her ability to do his/her job or upon the reputation of the district.

6.2.6 Non-Discrimination

The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied by both the Union and the Board without regard to race, creed, religion, color, national origin, age, sex, disability, medical history or marital status or membership in or association with the activities of any employee organization.

6.2.7 Probation and Seniority

1. Seniority Definitions:

- a. Bargaining unit seniority shall begin as of the first working date in a *classification in the bargaining unit either as an APA or a Clerk.*
- b. Classification seniority shall begin as of the first working date as a Clerk or in a classification level as an APA covering by this Agreement. Employees may have dual classification seniority dates if they have worked in both classification of APA and Clerk.

2. Probation: New hires into the bargaining unit shall be considered as probationary employees for the first sixty (60) calendar days, excluding vacation and recess time. Upon successful completion of probation they shall be entered on the bargaining unit seniority list and given a classification seniority date. If two (2) or more employees are hired on the same day, their bargaining unit and classification seniority will be established by lot.

The Union shall represent probationary employees for the purpose of collective bargaining with respect to salary, benefits, and conditions of employment, except for discipline and discharge of the employee for other than Union activity.

3. Seniority Lists:

An up-to-date seniority list shall be prepared by the Employer and given to the Chief Steward June 1 each year.

The list will show names, active classification seniority dates, and seniority dates for previously held classifications.

6.2.8 Safety

The BOARD recognizes the importance of safe working conditions. To that end the BOARD agrees to establish a district-wide Safety Committee. Bargaining unit members shall be offered representation on the committee in proportion to their percentage of the total number of district employees.

The committee shall make recommendations to the Director of Maintenance and Operations.

6.3 COMPENSATION

6.3.1 Salary Schedule - Classification 1 - APA

1.a For the period of July 1, 2006 - June 30, 2007 - Sem 1

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	14.73	15.91	16.99	18.16	19.36	20.36
2	14.36	15.45	16.48	17.56	18.55	19.64
3	14.09	14.94	15.91	16.87	17.70	18.64

1.b For the period of July 1, 2006 - June 30, 2007 - Sem 2

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	14.88	16.07	17.16	18.34	19.56	20.56
2	14.50	15.60	16.64	17.74	18.74	19.83
3	14.23	15.09	16.07	17.04	17.88	18.83

2.a For the period of July 1, 2007 - June 30, 2008 - Sem 1

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	15.06	16.27	17.38	18.57	19.80	20.82
2	14.68	15.80	16.85	17.96	18.97	20.08
3	14.41	15.27	16.27	17.25	18.10	19.06

2.b For the period of July 1, 2007 - June 30, 2008 - Sem 2

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	15.29	16.51	17.64	18.85	20.10	21.13
2	14.90	16.04	17.10	18.23	19.26	20.38
3	14.63	15.50	16.51	17.51	18.37	19.35

6.3.1 Salary Schedule - Classification 2 - Clerk

1.a For the period of July 1, 2006 - June 30, 2007 - Sem 1

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
11.48	12.05	12.66	13.27

1.b For the period of July 1, 2006 - June 30, 2007 - Sem 2

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
11.60	12.17	12.79	13.41

2.a For the period of July 1, 2007 - June 30, 2008 - Sem 1

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
11.74	12.32	12.95	13.57

2.a For the period of July 1, 2007 - June 30, 2008 - Sem 2

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
11.92	12.51	13.14	13.78

All APA/Clerks will move to the next step on the salary schedule on the anniversary date of hire.

Compensation Salary Schedule is based on the following agreed payout.

06/07	-1% & 1% - 2% salary schedule (1.5% actual payout)
07/08	-1.25% & 1.50% - 2.75% salary schedule (2% actual payout)
	-4.75% total increase for 2 years

6.3 COMPENSATION – (Contd)

6.3.1 Salary Schedule - Classification 2 - Clerk

1.a For the period of July 1, 2006 - June 30, 2007 - Sem 1

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
11.48	12.05	12.66	13.27

1.b For the period of July 1, 2006 - June 30, 2007 - Sem 2

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
11.60	12.17	12.79	13.41

2.a For the period of July 1, 2007 - June 30, 2008 - Sem 1

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
11.71	12.29	12.92	13.54

2.a For the period of July 1, 2007 - June 30, 2008 - Sem 2

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
11.83	12.41	13.05	13.68

All APA/Clerks will move to the next step on the salary schedule on the anniversary date of hire.

Compensation Salary Schedule is based on the following agreed payout.

06/07 - 1% & 1% - 2% salary schedule (1.5% actual payout)

07/08 - 1.25% & 1.50% - 2.75% salary schedule (2% actual payout)

- 4.75% total increase for 2 years

6.3.2 Substitute Pay

Substitute pay shall be the starting rate of a part-time Clerk except a person on layoff, if he/she chooses to substitute, will be paid the rate he/she was receiving at the time of layoff. If a clerk is used to substitute, they will be paid at their current hourly rate.

6.3.3 Holidays

The following days shall be paid holidays for APA's: Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Easter Monday, Memorial Day and Independence Day. The following days shall be paid holidays for clerks: Memorial Day and Labor Day. When one of these days occur on Saturday, the Friday preceding shall be given unless school is in session in which instance one day will be given of compensatory time to be taken another day mutually acceptable to the individual and the immediate supervisor. When one of these days occur on a Sunday, the Monday following will be given. When Independence Day falls on either a Tuesday or a Thursday, the respective Monday or Friday will be given with pay provided school is not in session on that day. An additional holiday will be added to this section if during the life of this Agreement, another Warren Woods bargaining unit gains an additional holiday. Martin Luther King Day will be recognized as a paid holiday at such time as no employee group is scheduled to work on that day.

An APA/Clerk will be paid at his/her current rate per day for these days provided he/she works the last working day preceding the holiday and the first following the holiday. If his/her work year begins the day after Labor Day and he/she works that day, he/she will be paid for Labor Day. If his/her work year ends the work day before Independence Day and he/she works that day, he/she will be paid for Independence Day.

An APA/Clerk will be paid for a holiday if he/she does not work the above days because of having properly called in sick, is on vacation over the holiday, or having given proper notification and received prior approval from their administrator to use a business day.

6.3.4 Longevity

1. Longevity will be paid for all APAs hired prior to May 10, 1995 according to the following schedule:

After ninety-six (96) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): twenty-five (.25) cents.

After one-hundred Forty-Four (144) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): fifty (.50) cents.

After one-hundred ninety-two (192) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): seventy-five (.75) cents.

6.3.4 Longevity – (Contd)

The above longevity pay will be computed and added to the base wage, and will be paid at the regular pay intervals beginning with the first pay period which falls at least two (2) weeks after the end of the 96th, 144th, or 192nd, month of service, whichever applies.

2. Longevity will be paid for all APAs hired on or after May 10, 1995 according to the following schedule:

After one-hundred forty-four (144) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): twenty-five (.25) cents.

After one-hundred ninety-two (192) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): fifty (.50) cents.

After two-hundred forty (240) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): seventy-five (.75) cents.

The above longevity pay will be computed and added to the base wage, and will be paid at the regular pay intervals beginning with the first pay period which falls at least two (2) weeks after the end of the 144th, 192nd, or 240th month of service, whichever applies.

6.3.5 Vacations

1. Amount for all APAs hired prior to May 10, 1995

YEARS	<u>12 Month DAYS</u>	<u>11 Month DAYS</u>	<u>10 Month DAYS</u>
1-5	10	9	8
6-8	15	14	13
9	16	15	14
10	17	16	15
11	18	17	16
12	19	18	17
13 or more	20 max.	18 max.	

Amount for all APAs hired after May 10, 1995

<u>YEARS</u>	<u>12 Month DAYS</u>	<u>11 Month DAYS</u>	<u>10 Month DAYS</u>
1-5	10	4.5	3.5
6-8	15	7	6
9	16	7.5	6.5
10	17	8	7
11	18	8.5	7.5
12	19	9	8
13 or more	20 max.	9 max.	

No APA who leaves the employ of the district within nine (9) calendar months of his/her date of hire shall be eligible for any vacation time, or payment in lieu of the vacation time.

For determining the employee's status in the above schedule, the time the employee works in a year constitutes a one year period on the schedule.

2. Timing

- a. Vacations will be granted at such times during the year as are suitable, considering both the wishes of APAs and efficient operation of the department concerned.
- b. Vacation time may be taken in segments of less than five (5) consecutive days. A less than twelve (12) month APA may take up to ten (10) days. The timing shall be approved by each APA's immediate supervisor to provide scheduling which does not drastically interfere with the department's operation.
- c. An entire year's accumulation of vacation may be used in one period of consecutive days.

6.3.5 Vacations – (Contd)

3. Vacation Pay (12 Month APAs)

- a. If a regular pay day falls during the APA's vacation, s/he may, upon request, receive that check in advance of vacation.
- b. If an APA who has worked at least nine (9) months for the district, is laid off, retires, or quits, s/he will receive payment for the vacation time accrued since the employees last vacation period (or date of hire) at employees current base rate of pay.

4. Vacation Pay (Less Than 12 Month APAs)

- a. Every APA employed for less than twelve (12) months will be given the option to be paid the sum equal to the number of dock days during any school recess. This payment will be made no later than the first pay following the recess. All APA's will be given the option to take vacation time or to be paid for any remaining vacation time during the school year with the balance due paid out at the year end.
- b. The APA may take the total amount of income earned from the vacation days for a year and add it to the base salary. This contract amount will be divided equally over 21 or 26 pay periods at the option of the employee.

6.3.6 Experience

Credit may be given, at the discretion of the Board for up to three (3) years of experience for experience which was comparable to the requirements of the position sought.

6.3.7 Increment Dates

All increments will be added at the completion of each year of service.

6.3.8 School Emergency Day

All employees are expected to report for work on all regularly scheduled work days, unless they are notified by administration not to report to work. When so notified, the employee will be paid for the day. If an employee cannot report for work they are to notify their administrator and will be allowed to charge the day to their accumulated banks. If employees are notified not to report for work as described in the 1st sentence, but administration does require some employees to work, then those employees reporting to work shall be paid for the day and shall be paid for all hours worked on that day at time and one-half their normal rate of pay.

6.3.9 Pay Option

APAs shall have the option of receiving their pay in twenty-six (26) equal installments in the course of each year. Each person desiring to exercise the option must annually notify payroll, in writing, as the APA begins employment for a school year (July 1 to June 30). The estimated total wage for that year will be divided by twenty-six (26) and beginning at the next pay date after starting work, the person will receive twenty-six (26) pay checks at two (2) week intervals. Once this option is exercised no change will be allowed except in an emergency and then with the approval of the Superintendent, except that the APA who has exercised the option may, by notifying payroll in writing two (2) weeks before the close of his/her work year, receive his/her total remaining pay at his/her last pay day of that year.

6.3.10 Personal Property Damage

The BOARD shall reimburse any employee up to One Hundred (\$100) dollars for the damage or destruction of clothing or personal property having a value of Five (\$5.00) dollars or more. Such damage must occur within a school building or be directly related with the execution of the employee's assigned responsibilities. Such damage or destruction must not be occasioned by carelessness or negligence on the part of the employee. The BOARD shall not pay for damage or destruction of an employee's personal property if said property is reimbursable under the provisions of some policy of insurance other than that naming the school district as assured. Automobile claims will only be considered and honored upon submission of an official written rejection of a claim by the employees insurance carrier.

The BOARD will not reimburse employees for loss or damage to attractive nuisances on automobiles such as ski racks, special hub caps and CB radios.

The BOARD will not be liable for any automobile damage if the auto is not covered by insurance for such damage.

An employee must file a claim for damaged or destroyed personal property in writing no later than the end of the work day such damage or destruction occurred. The written claims will include what was damaged, the amount of damage, how it was damaged, the location, the employee's activity at the time, names of parties involved, and any other pertinent facts which will help expedite the claim.

6.4 HOURS OF WORK

6.4.1 Hours per Week

The hours of a normal work day shall be established by the Superintendent and shall not exceed eight (8) hours per day for any classification.

The work week shall not be less than thirty (30) hours per week for any classification; provided, however, that in any building where there is only one APA assigned, the minimum hours per week will be thirty-five (35).

6.4.1 Hours per Week (Contd)

Time worked exceeding forty (40) hours per week or eight (8) hours per day, upon approval of the supervisor or his designee shall be paid at the rate of one and one-half (1-1/2) times the APA's regular rate of pay, for all hours so worked. Time worked on a Saturday upon the approval of the supervisor or his designee shall be paid at the rate of one and one-half (1-1/2) times the APA's regular rate of pay for all hours so worked.

Time worked on a Sunday upon the approval of the supervisor or his designee shall be paid at the rate of two (2) times the APA's regular rate of pay for all hours so worked. Time worked on a holiday upon approval of the supervisor or his designee shall be paid at the rate of two (2) times the APA's regular rate of pay for that day.

The regular eight-hour day for Administrative Service Center APAs shall be from 7:30 a.m. to 4:00 p.m. during the summer recess.

6.4.2 Lunch Period

All APAs shall be entitled to a duty-free uninterrupted lunch period. The length of the lunch period, and the time of day at which it is taken will be established by each office.

6.4.3 Relief Time

APAs will be provided a fifteen (15) minute relief time in the morning and in the afternoon.

6.4.4 Presence in Building

An APA/Clerk, with prior approval of the administrator, may work in any building on a non-scheduled work day so long as other personnel (administrator, custodian or another APA) are also assigned to be present at the building and remain with the APA requesting this workday.

If a fifty-two (52) week APA/Clerk cannot work a regularly scheduled workday(s) due to lack of personnel in the building, the said employee shall be given the option of using an accumulated bank day.

6.5 WORK LOADS AND ASSIGNMENTS

6.5.1 Division of Labor

Equitable subdivision of an office work load and assignment of special tasks in an office on equitable basis will occur to the extent possible. No APA shall be assigned beyond his/her competency or work which is excessive or overburdening except temporarily for a good cause.

6.5.2 Job Description

A written job description and work load assignment shall be given to each APA in order to facilitate his/her performance of his/her duties. Job descriptions will be reviewed in conjunction with the evaluation process or upon request of an employee if there has been a significant change in job duties or responsibilities.

6.5.3 Policy Distribution

A written copy of Board Policies for clerical personnel shall be given to each APA to facilitate the performance of his/her duties.

6.5.4 Telephone Location

When a part of the job description involves the consistent use of the telephone, instruments will be located in reasonable proximity to his/her post.

6.5.5 Parking Facilities

Adequate parking facilities shall be made available to APAs/clerks.

6.5.6 Pupil Discipline

APA/clerical personnel will not administer disciplinary action to pupils when referred to the office for disciplinary action.

6.5.7 Pupil Transportation

No APA/Clerk shall be responsible for transporting children to and from school.

6.5.8 Travel Pay

Recompense of expenses incurred in intra-school travel shall be made to APAs/clerks required to make regular and frequent trips between schools or to other addresses on school business, as approved by the Superintendent, by submitting actual mileage figures and be recompensed at the current I.R.S. rate.

6.6 EVALUATION, LEVEL REVISION, VACANCY, TRANSFER AND PROMOTION

6.6.1 Evaluation Report

Newly employed APAs/Clerks must have a written evaluation of their work performance by their immediate supervisor within one year following employment.

All APAs/Clerk will be evaluated at least once every three (3) years. The written evaluation will be given to the employee and they may choose to write an attachment to clarify any difference of perception in the evaluation.

If areas of serious concern are noted in the evaluation, a plan of improvement will be written and shared with the employee. The employee will be given a reasonable time to correct these areas.

No APA shall evaluate or type the evaluation of another APA. An APA will acknowledge receipt of an evaluation by signing and dating a disclaimer clause at the bottom of the evaluation.

See Addendum A for copy of evaluation document (Page 33).

6.6.2 New and Revised Job Descriptions and Pay Levels

When a new job is placed in the unit or when there is a revision of any existing position, the BOARD will establish a pay level and a job description, which will include essential duties, responsibilities, education and/or experience, other skills/abilities, and a rate structure.

Upon establishment of any pay level or revision of a job description, the BOARD shall notify the UNION in writing and will meet to discuss the BOARD's action.

The BOARD agrees that the establishment of revised position descriptions shall not be used solely to disqualify incumbents from their current positions. When positions with incumbents are revised, the BOARD agrees to provide the necessary training and shall bear the cost of retraining.

6.6.3 Vacancy Posting

Whenever a new position is created, an existing position is restructured by a change of more than five (5) hours per week or two (2) weeks per year, or a vacancy occurs, the BOARD shall publicize the same by giving written notice to the UNION and shall provide an appropriate posting in each school building. No position shall be filled, except in case of an emergency, until the vacancy has been posted for at least seven (7) calendar days.

In the period between school closing in June and reopening in September, the BOARD shall publicize vacancies by: 1) posting as above in all buildings in which APAs/Clerks are working, 2) giving written notice to the UNION, and 3) mailing an announcement to every APA/Clerk not then employed who has, before leaving employment in June, filed

with the personnel office written notice of his/her interest in receiving announcement together with an address to which the announcement should be mailed. All postings will also be mailed to any APA/Clerk on the layoff list. No vacancy shall be filled during this time except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) calendar days.

Vacancies created by a person on leave of absence shall not be posted unless the said leave shall be for at least forty-five (45) working days. (See 6.9.6.2.d page 23)

6.6.4 Application for Vacancy

Any APA/Clerk may apply for such vacancy. In filling such vacancy, the BOARD agrees to give equal weight to judgments concerning each applicant's 1) merit (factors such as, but not limited to, background, punctuality, stamina, efficiency, adeptness, etc.), 2) skills, ability to perform duties and possess skills and/or experience listed in the job description, 3) compatibility and 4) classification seniority.

The BOARD declares its support of a policy of promotion from within APA/Clerk staff, including promotion to supervisory and executive levels.

In the event an APA/Clerk applies for a vacancy and is not given the assignment, the BOARD agrees to provide the APA/Clerk, upon request, the reason or reasons for such refusal in writing.

6.6.5 Promotion

Insofar as practicable, all vacancies will be filled by promotional opportunities. A promotion is defined as a move to a higher classification. A clerk or APA who moves to a higher classification will be compensated an additional .25/hr for those hours spent in training for the new position.

6.6.6 Reduction of Work Force

1. The BOARD agrees to make every reasonable effort to maintain the number of jobs within the unit. By June 1, the BOARD will notify the UNION of the intended positions planned for the next school year, indicating location, weeks of work and hours per day for each position. Any APA/Clerk who is laid off shall be notified at least two (2) weeks in advance, in writing, by the BOARD.
2. When a bargaining unit position in a classification is discontinued, employees in that classification in the same level or lower level(s) or classification shall use their classification seniority to (1) bump employees with less classification seniority, or (2) bump employees in lower classifications with less bargaining unit seniority, or (3) accept a layoff.
3. Employees who are bumped may use their classification seniority to (1) bump employees in the same level or lower level or classification with less classification seniority, (2) bump employees in lower classification with less bargaining unit seniority, or (3) accept a layoff.
4. It is agreed to by both the BOARD and the UNION that it is more effective to implement the concepts in paragraph 2 and 3 above in a general meeting. Therefore, the annual meeting to determine assignments shall continue whenever there are anticipated reductions.

An APA/Clerk may volunteer for layoff provided that the following are understood as condition of the layoff:

- a. The duration of the layoff could be any period of time from a week to a year.
- b. The APA/Clerk on voluntary layoff may exercise qualification and seniority to bid on any posted positions.
- c. The APA/Clerk on voluntary layoff may choose not to accept a recall as long as there are other laid off APAs/Clerks qualified for recall. If there are none, or none accept, then the APA/Clerk on voluntary layoff must accept the recall or resign.
- d. In the event that the voluntary layoff lasts all year, then the APA/Clerk shall be reassigned to his/her former position at the next annual assignment meeting; however, if that assignment no longer exists, then he/she shall exercise seniority to select an assignment.

6.6.6 Reduction of Work Force (Contd)

e. The BOARD would not agree to Unemployment Compensation Benefits for a voluntary layoff.

5. The BOARD shall assign and utilize laid-off APAs/Clerks as substitutes. These substitutes will not necessarily be assigned on a seniority or classification basis; however, effort will be made to equalize work opportunities between the laid-off APAs/Clerks who are available for work.

6.6.7 Promotion Out of Unit

Any APA who is promoted, after 9/1/97, to confidential APA or a supervisory or executive position and shall later return to a status within the Union shall **not** accrue seniority while working outside of the unit for Warren Woods Public Schools.

Any APA who is promoted after 7/1/06 to a confidential APA or supervisory or executive position will be placed on a leave of absence for up to one year with his/her seniority frozen. If the APA does not choose to return to his/her union position after one year, he/she will relinquish his/her seniority with the Union.

If a layoff occurs, the position of promotion is eliminated, or the individual chooses to leave the confidential/supervisory/executive position, then the individual can return to the bargaining unit by bumping the least senior person in his/her classification or lower.

6.6.8 Recall

Once consideration for seniority is satisfied through the posting of vacancies as prescribed in 6.6.3, Vacancy Posting, then laid-off APAs/Clerks shall be given proper recall. When a position remains open in the same classification or in a lower classification as the one from which an APA/Clerk had been laid-off, then he/she will be offered that position. Such positions will be offered in seniority order in the event of more than one (1) APA/Clerk being on layoff. The seniority ranking and date of seniority of any APA/Clerk shall not be affected by the layoff.

Notice of recall will be sent to an APA/Clerk at his/her last known address by registered or certified mail. If the APA/Clerk fails to accept, in writing, within fifteen (15) days from the date of mailing of the recall notice, he/she shall be considered a quit. The BOARD agrees to keep any APA/Clerk on the layoff list for a period of three (3) years from the effective date of layoff.

Whenever a position is posted under the conditions of 6.6.3, Vacancy Posting, such posting shall be mailed to each APA/Clerk on layoff to his/her last known address by first class mail. Any APA/Clerk on layoff may apply for any posted position under the procedure as outlined in Section 6.6.4, Application for Vacancy.

6.6.9 Promotion: Salary and Trial Period

If a vacancy is filled by a bargaining unit member, he/she will serve a trial period of 30 working days. The APA or clerk may elect to revert to his/her former position any time before the completion of his/her trial period. The APA or clerk may be reverted to his/her former position during or prior to the conclusion of their trial period. If an APA or clerk is reverted to his/her former position, he/she will not be reverted before he/she has worked

6.6.9 Promotion: Salary and Trial Period (Contd)

at least fifteen (15) days. The employer will, upon request, put in writing the reasons for his/her being reverted. Such reverting by the employer shall be for just cause.

6.6.10 Temporary Assignment

The BOARD agrees to make every reasonable effort to utilize a substitute whenever the immediate supervisor determines that the work load requires a substitute.

6.6.11 Classification

1. All positions will be classified as follows:

Classification 1 - APA

<u>Level</u>	<u>Assignment</u>
1	*Director of Curriculum Payroll SASI Coordinator/Pupil Accounting Transp/Operations & Maintenance
2	Ass't Payroll/Business/Personnel Records Career Technical Education & Career Development I Director of Food Service Director of Special Services Elementary Principal High School Principal Insurance/Athletics & Internal Funds Middle School Principal
3	Ass't. Sr. High Principal Athletics Office Accounts Payable Career Technical Education & Career Development II Community Education Enterprise High Coordinator High School Attendance High School Counseling Technology Maintenance Garage Middle School Ass't Principal Middle School Counseling Supervisor of Special Education

* Director of Curriculum position will revert to Level 2 at such time as present personnel (Terrilynn Waldi) leaves that position.

Classification 2 - Clerks

6.6.11 Classification (Contd)

2. Part Time Clerk

The District may have ten (10) part-time clerks to assist current APAs with no more than three (3) assigned to any one (1) building. Postings for these positions shall include; identification of the position, building/department, number of hours per day, weeks per year, and if less than school year, posting will be noted accordingly. It is understood that this Agreement shall not effect the District's right to hire (at the beginning of the school year) co-op students to perform work in these same areas. These part-time employees shall:

- a. Work forty-five (45) or fewer hours per pay period;
 - b. Pay Union dues in accordance with Article 6.2.3 of the applicable Union contract;
 - c. Be subject to the following Articles in the Union contract: 6.2.3 Agency Shop, 6.2.4 Dues Deduction, 6.2.5 Private Life, 6.2.6 Non-discrimination, Holidays only as apply to clerks in 6.3.3, 6.2.7 Probation and Seniority, 6.3.1 Salary Schedule, 6.3.10 Personal Property Damage, 6.4.4 Presence in Building, 6.5.5 Parking Facilities, 6.5.6 Pupil Discipline, 6.5.7 Pupil Transportation, 6.5.8 Travel Pay, 6.6.1 Evaluation Report, 6.6.3 Vacancy Posting, 6.6.4 Application for Vacancy, 6.6.5 Promotion, 6.6.6 Reduction in Work Force, 6.6.8 Recall, 6.6.9 Promotion: Salary and Trial Period, 6.6.11 Classification, 6.9.1 Leave Allowance (paragraph 4), 6.9.4 Contagious Disease, 6.9.5 Minor Injury, 6.13 Grievance Process;
 - d. Not be subject to any contract provisions not specifically referenced above, and accordingly shall not receive any fringe benefits.
3. If an employee or the Union feels that the classification of a particular position needs to be changed, a request to do this must be submitted in writing to the assistant superintendent. The assistant superintendent will review the request(s) and attempt to make a response within sixty (60) calendar days based on the following criteria:
1. Increased technology training needed for that position
 2. New additional duties and level of responsibility
 3. Amount of additional clerical or administrative support available in that workplace
 4. Comparison of duties with other positions in that classification
 5. Degree of confidentiality

If the Union or the affected employee is not satisfied, the assistant superintendent will convene a meeting of two Union members, one of which may be a representative of the Local, and two administrators before June 1, to review any appeal that may be made and make a report of the appeal to the administrators. The report shall include any written positions submitted to the appeal. A recommendation will be submitted to the superintendent for a final and binding decision. The Union and or affected employee will be advised in writing as to the reasons for approval or denial of the appeal.

6.6.12 Job Sharing

Job sharing is a concept gaining more acceptance in education. The BOARD and the UNION agree that the sharing of assignments will be done under the conditions listed below. These bargaining unit members agree to these conditions by their signatures.

1. Two APAs agreeing to share a position will submit a written request for job sharing to the Assistant Superintendent/Personnel Director. A job may be shared by semester or by days, and is a full year commitment by the APAs involved. For 52 week APAs a job share can only begin on January 1 or July 1 of a given year while for less than 52 week APA a job can only begin at the start of the APAs work year or beginning of a semester.
2. The two APAs, the supervisor involved, the Assistant Superintendent/ Personnel Director and the Union recognize the importance of compatibility in a successful partnership.
3. Prior to approval, the supervisor and the APAs will have worked out the arrangements for division of duties and other responsibilities.
4. Hourly rate will be at the appropriate step for each APA as listed in the Master Agreement.
5. The BOARD will pay no more than the cost of one (1) benefit plan for one assignment.
6. The sharing APAs understand that the Michigan Teacher Retirement Board grants partial-year credit for less than full-time work.
7. Each of the sharing APAs shall be granted full district seniority credit during this assignment.
8. It is agreed that the APAs participating in the job share will be allowed to apply for all posting that will be for positions to be filled in the year following the job share or after the duration of the job share.

By their signatures the following APAs indicate an understanding and acceptance of the above listed conditions as they enter into a sharing of the _____ assignment for the _____ fiscal year.

Personnel Administrator Date APA Date

Teamster Business Agent Date APA Date

6.7 DISCHARGE AND DEMOTION

6.7.1 Discipline for Cause

Discharge or demotion of any APA shall be made only for reasonable and just cause.

6.7.2 Discharge/Suspension

In the event any APA shall be suspended or discharged from employment and believes he/she had been unjustly dealt with, such suspension or discharge will constitute a case to be handled in accordance with the grievance procedure.

6.8 RESIGNATION

6.8.1 Resignation

Any APA desiring to resign shall file a written resignation with the Superintendent at least ten (10) days prior to the effective date. Failure to do so will cancel paragraph 6.8.2.

6.8.2 Vacation Time Accrual

Any APA who discontinues his/her service under the provisions of paragraph 6.8.1 does not forfeit his/her right to earned vacation time, except if he/she has been employed for less than nine (9) months.

6.8.3 Retirement Benefits

1. The BOARD shall pay to the Michigan Public Schools Employees Retirement Fund the percentage of gross wage of each APA for retirement purposes that is required by law.
2. Upon retirement, death, or severance of employment due to illness, the school district shall pay \$100.00 per year for each year of service up to 30 years of service (a year of service is defined as the period of time assigned an APA for a school fiscal year - July 1 to June 30 -whether the time be 10, 11 or 12 months, although anniversary of the date of hire will be used to calculate the years of service accumulated) provided an APA completes the following:
 - a. Works in the bargaining unit for the district a minimum of ten (10) years.
 - b. Be eligible for benefits under Michigan School Employees' Retirement Fund; or after having worked ten (10) years for the school district should the APA be employed by the district at the time of his/her death, her estate shall be eligible for such retirement pay; or should an APA sever his/her employment due to illness and is deemed unable to work by a qualified physician after having worked ten (10) years for the school district, he/she shall be eligible for such retirement pay.

6.9 LEAVES

6.9.1 Leave Allowance

One (1) day per month (or major fraction thereof) of employment, accumulating without limit, shall be allowed each APA for leave. The leave may be used as follows:

1. Personal illness
2. For illness in the immediate family (parents, children, spouse, sister, brother, individual living in the home, parents-in-law, grandchild, grandparents, brother-in-law, sister-in-law).
3. Up to four (4) days for business per year, taken in no less than one (1) hour units and preceded by twenty-four (24) hour notice except in case of emergency.

This leave, up to the full amount for the current fiscal year, plus prior accumulations, shall be available to the APA at the beginning of his/her work year or the beginning of employment.

4. Part-time clerks working less than twelve (12) months will be allowed three (3) days per year while part-time clerks working twelve (12) months will be allowed four (4) days per year, accumulating without limit. These days may be used for personal illness, illness in immediate family (as defined in 6.9.1.2) or up to two (2) of the days may be used for personal business per year with at least 24 hours notice except in an emergency.

Should an APA cease to be employed because of resignation, discharge, suspension, layoff or leave and has used more days than the total of prior accumulation plus the monthly allowance to date of cessation, the excess days used will be deducted from the last pay check due the APA.

Any APA using less than one-half of his/her annual leave allowance in that fiscal year will receive a bonus of three (3) days credit to his/her accumulation of leave days.

Any APA who resigns or retires shall receive a sum equal to his/her accumulated leave days times fifteen dollars (\$15). This sum shall also be paid to the beneficiary of any APA who dies while an active employee of the Warren Woods Public Schools. Any APA on layoff who is to be removed from the active layoff list shall receive a sum equal to the above listed formula.

6.9.2 Sick Leave Bank

A sick leave bank will be established with contributions from the BOARD and the UNION as follows:

Each APA shall contribute one (1) day to the sick bank ledger for the 1980-81 year. The BOARD shall contribute an equal amount.

Each APA shall contribute (1) day to the sick bank ledger for the 1981-82 year. The BOARD shall contribute an equal amount.

The BOARD shall contribute annually thereafter enough days to maintain a ledger balance of two hundred (200) days as of July 1.

An APA must exhaust all but five (5) days of his/her personal sick leave accumulation and be absent at least twenty (20) consecutive days before he/she can request sick bank usage. The request may ask for use up to but no more than twenty-five (25) sick bank days. The request should be submitted to either the Assistant Superintendent/Personnel Director or the chief steward and must be accompanied by the attending physicians written confirmation of the illness/disability and estimated time off work.

6.9.3 Funeral Leave

Up to three (3) days will be allowed for a funeral leave for death in the immediate family (as defined in 6.9.1, Paragraph 2). If days are non-consecutive, prior approval of an administrator is needed. Other days taken for funeral will be deducted from appropriate leave allowance.

6.9.4 Contagious Disease

An APA absent from work because of mumps, scarlet fever, measles, pink eye, chicken pox, head lice, scabies or ringworm shall be allowed five (5) days absence with pay and benefits without reduction of leave allowances.

6.9.5 Minor Injury

An APA who is injured on duty, and who, with the agreement of his/her superior, incurs a loss of work time because of the injury shall not suffer a loss of pay or a loss of a sick day for the time lost on the day of the injury.

6.9.6 Leave of Absence

1. Reason for Leave

Applications for leave of absence without pay or benefits will be considered by the BOARD for the following reasons:

- a. Education Study: If, as decided by the Board of Education at the time of granting the leave, the leave will sufficiently increase the APA's value to the district in his/her position, regular salary increment will be given.
- b. Illness or injury: When an APA exhausts the leave allowance, including accumulated days, he/she will be automatically placed in the category of leave of absence, for illness or injury. His/her return from sick leave must be preceded by a notice in writing at least two weeks before the day he/she intends to return to work unless at the onset of the leave, notice can be given of a return within the two-week period.

If the employee is off of work on a medical leave for more than two (2) years, the employee will be terminated. The employee may apply and will be given consideration for future vacancies.

- c. Personal Leave: Personal leave for reasons other than specifically provided elsewhere in this Agreement will be considered upon written application by the APA.
 - d. Holiday leave may be granted by the BOARD without pay during Christmas - New Year's week or during spring vacation at Easter, provided such leave will not unduly impair the job function.
 - e. Members of the bargaining unit are qualified to participate in the Family & Medical Leave Act of 1993.
- ### 2. Conditions of Leave/Temporary Vacancies

- a. All accrued fringe benefits and seniority will be retained during the leave. The time of the leave shall be without loss of seniority and without pay.
- b. A leave for illness or disability will have hospitalization and life insurance protection continued for the duration of the illness or disability for up to but no more than one (1) year. Other insurances will be dropped the first of the month following the beginning of the leave. Insurances will be resumed on the first of the month following return from leave.
- c. The Board may approve a personal leave for up to one year. During the leave no seniority shall accrue and upon completion of the leave the employee must return to their previous position or shall be considered to be resigned from employment.

6.9.6 Leave of Absence (Contd)

- d. Vacancies created by a person on a disability leave shall not be posted unless the said leave shall be for at least forty-five (45) working days. Such vacancy will then be posted as a temporary vacancy for up to one calendar year.

Vacancies created by a less than twelve (12) month employee on a disability leave after March 15 shall not be posted and will be filled by a substitute for the remainder of that school year.

During an authorized leave of one calendar year or less, an employee's position will be regarded as frozen, exempt from transfers and postings. Upon return from an authorized leave of one calendar year or less, an employee shall return to their former position and the temporary person will revert back to the original position held prior to the temporary posting. If she/he returns after one year, she/he will be placed in a vacancy or the least senior, most comparable (in hours, benefits and classification) position. She/he may also choose any position below that point on the seniority list or a voluntary layoff. If the APA on leave terminates their employment within one (1) year or has not returned after one (1) year, the position will be posted as a permanent position and the temporary person will revert back to the original position held prior to the temporary posting.

If a temporary vacancy is filled by a person other than a permanent APA, that person shall not accrue seniority while in the position. However, that person will be eligible for benefits per the contract, after completion of a sixty (60) calendar day probationary period.

- e. The BOARD shall have these options for filling a vacancy of less than forty-five (45) work days:
 - 1) Transfer an APA into the vacancy with mutual consent.
 - 2) Promoting an APA into the vacancy with mutual consent.
 - 3) Filling the vacancy with a substitute.
 - 4) Sub-contract the work or pay higher than the substitute rate.
- f. Applications will be in writing and will indicate the reasons for the leave, and the beginning and ending dates of the leave requested. Requests for leave, or extension of leave must be submitted at least two (2) weeks before the leave will begin or have to be extended, except in cases of emergency.
- g. A leave or an extension of a leave shall be for no less than two (2) weeks and no more than for one (1) calendar year.

6.9.7 Worker's Compensation

- A. Any APA who is absent because of an injury, illness or disease compensable under the Michigan Worker's Compensation Act will follow these guidelines to receive payment while absent:
1. Once an employee is eligible to receive Worker's Compensation checks, the check will be mailed directly to the school district, instead of going to the employee. This is to satisfy the IRS requirement so that MIP contributions can be tax-deferred.
 2. The employee will then receive two checks from the district. One for the exact amount of the weekly Worker's Compensation check (there can be no taxes charged on Worker's Compensation benefits and no MIP contributions taken out). The employee will receive a second check, as long as they have accumulated sick days, for the difference needed to equal the regular pay amount. The MIP contribution will be taken out of the second check. Sick leave would be deducted at a proportional rate until such time as all of the employee's accumulated sick leave has been exhausted, at which time, if eligible, application can be made to the sick leave bank. Remuneration will be made from the sick bank in the same manner as outlined above. The accumulated sick days and the sick bank shall be charged only for that portion in excess of the compensation payment. If the employee uses up all their sick days, they will then be responsible for their own MIP contributions.
 3. If the employee chooses not to use accumulated sick days while on Worker's Compensation, they must notify the district of their intent. If the employee does not use sick days, they will then be responsible for their own MIP contribution.
- B. Income protection under the Michigan Worker's Compensation Act will not commence until the employee is off duty for seven (7) consecutive calendar days. Up until that time, sick leave days will be deducted. If an employee is off for fourteen (14) consecutive days as the result of the alleged injury or sickness, all deducted sick leave days would be deducted at a proportional rate until such time as all of the employee's accumulated sick leave has been exhausted. The accumulated sick days shall be charged only for that portion in excess of the compensation payment.
- C. Employees will lose no time or pay and will not be charged any sick leave for any required visits or return visits to the employer's medical clinic or employee's treating physician.
- D. Any APA who is entitled to Worker's Compensation and does not have a sufficient number of accumulated sick leave days to prevent loss of regular wages may begin to draw from the sick bank earlier than the normal time limit requirement. However, the employee must use all accumulated sick days before they are eligible for the described early usage of the sick bank.

6.9.8 Jury Duty

Any APA who serves on Jury duty will receive his/her regular pay; he/she will turn into the Business Office any remuneration he/she receives from the court for jury service. Absence with pay not chargeable against any allowance shall be granted when an APA is subpoenaed as a witness.

6.10 INSURANCES

The BOARD shall provide these insurance protection plans for each APA and his/her eligible dependents, provided that he/she registers for said coverage.

Each of these insurances shall apply to seniority APAs.

6.10.1 Life Insurance

1. The BOARD shall provide group life insurance protection in the amount of \$30,000 that will be paid to the APA's designated beneficiary. The insurance will pay double the specified amount in the event of accidental death and will pay specific benefits as designated in the policy for dismemberment.
2. Life Insurance for dependents in an amount not exceeding one-half (1/2) of the APA's benefit shall be available at the APA's expense. Optional additional life insurance in the amount of \$12,500 for dependents may be purchased at the APA's own expense.
3. The BOARD shall provide term life insurance in the amount of \$4,000 that will be paid to the APA's designated beneficiary. This coverage shall be for those APAs who retired and qualify for retirement benefits under the Michigan Public School Employees Retirement System. An additional \$4,000 of AD & D insurance is also provided for each APA.

6.10.2 Hospitalization

The amounts listed below become the caps in determining the maximum amount the Board will pay for hospitalization each month.

For APAs hired before July 1, 1987: (Employee pays maximum 10% increase)

	<u>06/07</u>	<u>07/08</u>
1P	650	*
2P	828	
FF	959	

For APAs hired after 7/1/87

\$650 cap for 06/07, 07/08

* Increase cap to \$650 and apply 40% unused portion to \$650 cap each year for employees that contribute to their own premium.

Hearing Aid Coverage as option to employee health package (could be payable by employee depending upon cap allowance).

6.10.2 Hospitalization (Contd)

If the rate for the plan exceeds the amount that the Board will pay, the employee may have the additional cost deducted through payroll deduction. Available to the employee is MEBS. Other plans may become available. If the employee chooses a plan that may become available that costs the same or less than the above amount, the BOARD will pay for hospitalization; however, the employee will not be reimbursed for any difference for a plan that costs less. An employee may select one of the plans based upon meeting the minimum enrollment eligibility requirements of the carrier.

MEBS FLEX BLUE 2 - \$10/60 Rx to \$10/20

100% medical reimbursement to \$1,250/2,500 – plan is purchased with Family D C (Dependant Child Rider)

40% (employee)/60% (employer) distribution of unused portion

If the District realizes net savings (calculated as the premium amount reimbursed by MEBS) at the calendar year end, the District will apply 40% of the savings towards the total cap amounts for the next calendar year. The amount thus calculated (40% of the savings) will be distributed evenly among the cap amounts of all employees who paid out-of-pocket for health insurance premiums for all months of the previous calendar year. The Baseline for the caps will reset each calendar year end to \$650 for those hired after July 1, 1987, and to \$650/\$810/\$900 for those hired before July 1, 1987.

APAs who choose not to take any hospitalization plan will receive \$1,500 per year paid in two (2) lump sums of \$750 payable in December and June.

6.10.3 Long-Term Disability Insurance

The BOARD will pay the premium for an insurance policy which will provide payment of two-thirds (2/3's) of an APA's monthly salary if he/she is off work because of accident, injury or illness, provided the APA normally works thirty (30) hours or more per week, with payment to begin after sixty (60) days and continuing as required to age 65. This coverage shall apply to all seniority APAs.

6.10.4 Dental Insurance

The BOARD will pay the premium for a dental insurance for each APA and his/her eligible dependents. This coverage shall include:

Class I 75% benefit paid for:

1. Basic Services, including x-ray
2. Preventative Services
3. Restorative
4. Oral Surgery
5. Endodontic
6. Periodontic

6.10.4 Dental Insurance (Contd)

Class I benefit also includes an incentive increment plan; the benefit paid for will be 80% the first succeeding benefit year and 10% more each benefit year thereafter not to exceed 100% benefits paid. However, this incentive plan is applicable provided that the covered individual visits a dentist for examination and diagnosis at least once during the preceding benefit year, and all basic services which were recommended by the dentist as a result of the first of such visits were completed during the benefit year.

Class II 80% benefit paid for Prosthodontic services.

Class III 80% benefit paid for Orthodontic services to age 19, lifetime maximum \$1200.

With \$1,000 maximum per year per person.

6.10.5 Optical Insurance

The BOARD will pay the premium for optical insurance protection for each APA and his/her eligible dependents. The plan will be the Vision Care Program offered by Blue Cross-Blue Shield of Michigan. The limit on annual premium for this protection shall be \$3,500.

The plan will provide for exam, lens, and frames every year.

6.10.6 Annuity

Commencing July 1, 1985, the BOARD shall contribute the sum of twenty dollars (\$20) monthly toward a tax-sheltered annuity for each APA. Such contribution shall be made at the end of each month in which each member worked a simple majority of the work days (BOARD paid sick time included, LTD not included). The contribution shall also be made in July and August for those members who worked through the last work date in June. The UNION'S representative will select the single group carrier for this benefit. This tax sheltered annuity will belong to each APA who signs up.

6.10.7 TB Test

The BOARD will pay the fee for the TB test which is required for each new employee.

6.11 CONTINUING EDUCATION

6.11.1 Conferences

All APAs are eligible to attend meetings and conferences at the expense of the BOARD without loss of pay, benefits or allowance days. Requests will be received and acted upon by the Superintendent.

6.11.2 In-Service

The Board of Education will absorb the cost of training an individual for a new program instituted by the BOARD, and will consider the payment of expenses an APA may incur in upgrading skills cited in the APA job description.

6.12 ADMINISTRATIVE PROFESSIONAL ASSISTANT (APA) DISCIPLINE

6.12.1 Discipline

Constructive criticism shall be utilized to attempt to correct the deficiency before disciplinary action is taken. No APA shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. All disciplinary action shall be in private. Any discipline, reprimand, or reduction in rank, compensation or advantage asserted by the BOARD or any agent or representative thereof shall be subject to the grievance procedure hereinafter set forth.

Should the employee refuse to undertake the required training, (as referenced in 6.6.2) he/she may be subject to discipline as outlined in this contract.

6.12.2 Personnel File

Each APA shall have the right upon request to review the contents of his/her own personnel file in regard to evaluation reports and anecdotal records except pre-employment evaluations. A representative of the Union may accompany the APA in this review. Each APA will be notified upon the inclusion of any evaluation reports or anecdotal records in his/her own personnel file.

6.13 GRIEVANCE

A "Grievance" shall mean a complaint by an APA/Clerk in the bargaining unit or a group of APAs/Clerks, based upon an event, conditions, or circumstances under which an APA/Clerk works, allegedly caused by misinterpretation or inequitable application of established policy, or that he/she or they have been treated unfairly or in a manner inconsistent with the provisions of this agreement or any subsequent agreement entered into pursuant to this Agreement.

An "Aggrieved Person" is the person or persons making the claim, or the Unions' Representative filing the grievance.

A "Party in Interest" is the person or persons making the claim and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

The term "Days" when used in this section shall, except where otherwise indicated, mean working days.

The term "Days" shall mean calendar days if the grievance is filed on or after May 15. The time limits shall be reduced in order to affect a solution to the end of the school year or as soon thereafter as is practicable.

Any party in interest may be represented at all meetings and all hearings at all steps and stages of the grievance and/or arbitration procedure by another APA/clerk or by the Union. Provided, however: That the party in interest may in no event be represented by an officer, agent or other representative of any APA/Clerk Organization other than the Teamsters State, County and Municipal Employees, Local 214.

GRIEVANCE (Contd)

Nothing contained herein shall be construed to prevent any individual APA/Clerk from presenting a grievance and having the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment. The Board further agrees to provide immediately to the Union a copy of all such grievances lodged and the decision rendered relative to such grievance, together with the supporting reasons for the decision.

The acceptance of a decision rendered shall constitute a waiver of any future appeal concerning the particular grievance. Provided, that new information or evidence is obtained which was not previously known to the APA/Clerk but which influenced the disposition of the grievance. Such new information in evidence shall constitute grounds to reopen the grievance procedure. Provided further, that failure to honor a decision mutually reached shall constitute grounds for reopening the grievance at the next level.

If in the judgment of the Union a grievance affects a group of APAs/Clerks, the Union may process the grievance through all levels of the grievance in writing to the Superintendent directly and the processing of such a grievance shall be commenced at level Three. The Union may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so.

Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit shall permit the Union to proceed to the next step of the procedure.

Failure to appeal a decision within a specified time limit shall be deemed an acceptance of the decision.

Failure to file a grievance within five (5) days of the event of the time an APA/Clerk would logically become aware of the grievance shall bar the filing of the grievance.

It shall be the general practice of all parties in interest to process grievance procedures during such time as to not interfere with regular assigned duties. Provided, however: In the event it is deemed necessary or it is requested as a matter of convenience by the Board's representative to hold proceedings during the regular working hours, an APA/Clerk engaged during the school day in negotiating in his/her own behalf or in the behalf of the Union with any representative of the Board, or participating in any grievance procedure, including arbitration, shall be released from regular duties without loss of salary or any other leave.

It is important that grievances be processed as rapidly as possible. The number of days at each level should be considered as maximum and every effort should be made to expedite and process, provided, however: Time limits may be extended when mutually agreed upon in writing.

Only documents, communications, and records dealing with the processing of a grievance filed by an individual may be filed in the personnel files of the individual.

6.13 Grievance (Contd)

- LEVEL ONE:** The APA/Clerk with a grievance shall first discuss the matter with his/her immediate supervisor or principal, either directly or through Union Representative, with the object of resolving the matter informally.
- LEVEL TWO:** In the event that the APA/Clerk is not satisfied with the disposition of his/her grievance at Level One, he/she shall file the grievance in writing to the Supervisor and the Union. If the Union decides to support the grievance, the Union will meet with the Supervisor within five (5) work days in an attempt to solve the problem. The Supervisor shall issue a written decision within five (5) work days of the meeting. Copies shall be provided the aggrieved person and the Union. If it is decided that the decision is unsatisfactory, the grievance shall be referred in writing to the Superintendent or his designee within five (5) work days after receipt of the supervisor's written response on the grievance.
- LEVEL THREE:** Within five (5) work days after receipt of the written grievance by the Superintendent of Schools or his designee, he and/or his representative shall meet with the Union to consider the problem and to resolve it.
- LEVEL FOUR:** In the event the grievance is not settled in Step 3, the Union shall have thirty (30) days in which to submit the same to binding arbitration in accordance with the procedure set forth below or the Teamsters Local 214 Grievance Panel for its review. Notice of its intent to proceed to the Grievance Panel must be submitted to the employer in writing. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have thirty (30) days after the Panel's decision to submit the matter to arbitration in accordance with this procedure set forth below. If the grievance is not so submitted within thirty (30) days, it will be considered closed on the basis of the last disposition.

Arbitration Procedures:

If the parties cannot agree as to the arbitrator, they shall turn to the Federal Mediation and Conciliation Service and act in accordance with American Arbitration Association rules, which shall likewise govern the arbitration proceedings. Neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, or any rule, order or regulation of the Board. Both parties agree to be bound by the award of the arbitrator and further agree that the decision of the arbitrator is final and no further action will be taken. Each side will bear the full cost for its side of the arbitration. Each shall share equally the general cost of arbitration. Each shall share equally the general cost of arbitration, including the fee of the arbitrator. In the event a grievance is upheld and/or modified as a result of arbitration or settlement, no claim for back pay or other benefits based thereon shall exceed the pay and other benefits to which the grievant would have been entitled except for the grievance disposition.

6.14 **STEWARDS**

6.14.1 **Stewards**

There shall be a Chief Steward, Steward and alternate Steward elected by the Union. The Union shall within two (2) weeks of the date of signing of this Agreement provide the Board in writing a list of these Union's representatives, employed by the Board, who are authorized to make commitments for the Union. The Union shall notify the Board in writing of any changes of their representatives during the term of this Agreement.

6.14.2 **Function with Grievances**

The Stewards, during their working hours may investigate grievances and present grievance to the Board for up to one (1) hour per day without loss of time or pay. Additional time may be granted by the Superintendent or his delegate. The time taken for this function must not be periods which impair the efficiency of the Steward's job function or that of the aggrieved. The Steward must notify his/her immediate supervisor that he/she will be absent on business before leaving his/her post.

6.14.3 **Function with Special Union Conference**

Special conference will be held at the request of either party. Such meetings shall be between the Stewards, non-employee representatives of the Union, and representatives of the Board.

Arrangements for Special Conferences shall be made in advance and an agenda of matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Special Conferences shall be confined to those matters included in the agenda and shall be scheduled within ten (10) working days after the request is made. A written summary of the meeting will be prepared and approved by both parties.

The Stewards shall be allowed up to one (1) hour each during their working hours without loss of pay for time spent in special conferences, unless in the judgment of the administration additional time can be allowed without penalty.

The Union representatives may meet, upon written notification, at a place designated by the employer, on the employer's property for not more than half (½) hour preceding the special conference.

6.15 **CONTRACT CONTINUATION**

6.15.1 **Maintenance of Benefits**

The employer agrees that all conditions of employment relating to general working conditions and benefits will be maintained at not less than the highest minimum standard in effect at the time of the signing of this Agreement if such conditions are within the reasonable control of the employer.

6.15.2 Savings Clause

Should any part hereof of any provision herein contained be rendered or declared invalid by reason of existing or subsequent enacted legislation, or by decree of a court of competent jurisdiction, the remainder of this agreement shall not be affected, and such part or portion of this agreement which is invalidated as aforesaid shall be subject to immediate negotiation.

DURATION OF AGREEMENT

1. This agreement shall be in full force and effect from July 1, 2006 to and including June 30, 2008 and shall be automatically renewed in full force and effect through June 30 of each succeeding year thereafter unless written notice of desire to cancel or terminate the agreement on a June 30 date is served by either party upon the other at least ninety (90) days prior to the date of expiration. Such notice of cancellation or termination may be served within the ninety (90) day period prior to the date of expiration in which case the date of expiration shall then become the ninety-first (91st) day following such notice.
2. It is further provided that when the intent of the parties is to continue the agreement, but also to negotiate changes or amendments to this agreement, this agreement shall be automatically renewed in full force and effect through June 30 of each succeeding year unless written notice of a desire to amend the contract is served by either party upon the other within ninety (90) days of the date of expiration.

For
Teamsters State, County, &
Municipal Employees Local 214

By *Dennis C. Rasch*
Dennis Rasch
Business Agent

For
Warren Woods Public Schools
Board of Education

By *Jere Green*
Jere Green
President

By *Deborah Brown*
Deborah Brown
Chief Steward

By *Kay F. Walsh*
Kay F. Walsh
Secretary

Date *5/21/07*

Date *6/11/07*

WARREN WOODS PUBLIC SCHOOLS

Administrative Professional Assistant/Clerical Performance Assessment

Employee Name: _____		Date: _____
Building: _____	Position: _____	
Please check all that apply:		Conference Date: _____
<input type="checkbox"/> Probationary	Assessment Date: _____	
<input type="checkbox"/> Non-Probationary		
<input type="checkbox"/> Job description - reviewed and current		

Purpose

The purpose of the assessment process is to improve performance and communication between the employee and the administrator.

Timelines

New Employees - A new employee or a person in a new position will be formally assessed during the first thirty (30) days of employment in that position. A new employee or a person in a new position will be formally assessed again within one (1) year following employment or service within a new position.

All Employees - All employees will be formally assessed at least once every three (3) years.

Process

The assessment process steps are:

1. Secretarial/clerical employee self assessment.
2. Administrator separately assesses secretarial/clerical employee.
3. A conference is held to compare the two assessments
4. A final assessment is written by the administrator and reviewed with the secretarial/clerical employee.
5. The secretary/clerk may choose to write an attachment of clarification.
6. Final signed assessment will be placed in the employee's personnel file.

Assessment Levels

- Use the following rating scale:
- | | |
|----|----------------------|
| 1 | Exceeds Expectations |
| 2 | Meets Expectations |
| 3 | Needs Attention |
| NA | Does Not Apply |

1 Exceeds Expectations 2 Meets Expectations 3 Needs Attention NA Does Not Apply

Please Circle One

I. Quality of Work Measures the degree or grade of excellence and the standards by which one performs...

- | | | | | |
|---|---|---|---|----|
| a. Job Knowledge | 1 | 2 | 3 | NA |
| b. Accuracy | 1 | 2 | 3 | NA |
| c. Neatness | 1 | 2 | 3 | NA |
| d. Works efficiently under pressure or emergency conditions | 1 | 2 | 3 | NA |

COMMENTS:

II. Technical Skills

- | | | | | |
|--|---|---|---|----|
| a. Maintains office equipment | 1 | 2 | 3 | NA |
| b. Maintains files and records | 1 | 2 | 3 | NA |
| c. Maintains accurate financial records | 1 | 2 | 3 | NA |
| d. Demonstrates appropriate computer skills | 1 | 2 | 3 | NA |
| e. Adapts to changing technology | 1 | 2 | 3 | NA |
| f. Demonstrates creativity | 1 | 2 | 3 | NA |
| g. Demonstrates ongoing professional development | 1 | 2 | 3 | NA |

COMMENTS:

III. Work Habits and Attitudes Rates the work behavior and practices of employee on...

- | | | | | |
|---|---|---|---|----|
| a. Dependability | 1 | 2 | 3 | NA |
| b. Punctuality | 1 | 2 | 3 | NA |
| c. Organization | 1 | 2 | 3 | NA |
| d. Initiative | 1 | 2 | 3 | NA |
| e. Works independently | 1 | 2 | 3 | NA |
| f. Responsive to constructive criticism | 1 | 2 | 3 | NA |
| g. Ability to prioritize tasks | 1 | 2 | 3 | NA |

COMMENTS:

IV. Maintains Confidentiality with...

- | | | | | |
|---------------------------|---|---|----|----|
| a. Administration | 1 | 2 | 3 | NA |
| b. Staff 1 | 2 | 3 | NA | |
| c. Students | 1 | 2 | 3 | NA |
| d. Records/Correspondence | 1 | 2 | 3 | NA |

COMMENTS:

V. Professional Qualities Examines professional traits and characteristics of individual...

- | | | | | |
|--|---|---|---|----|
| a. Judgment | 1 | 2 | 3 | NA |
| b. Adaptability | 1 | 2 | 3 | NA |
| c. Attendance | 1 | 2 | 3 | NA |
| d. Appearance | 1 | 2 | 3 | NA |
| e. Trustworthiness | 1 | 2 | 3 | NA |
| f. Reflects the purpose and goals of the program/department and district | 1 | 2 | 3 | NA |
| g. Ability to handle telephone contacts | 1 | 2 | 3 | NA |

COMMENTS:

VI. Relationship with others Relates to and effectively works with...

- | | | | | |
|------------------------------|---|---|---|----|
| a. Students | 1 | 2 | 3 | NA |
| b. Parents/Public | 1 | 2 | 3 | NA |
| c. Supervisor/Administration | 1 | 2 | 3 | NA |
| d. Employees | 1 | 2 | 3 | NA |

COMMENTS:

VII. Supervisory Skills (if applicable) Evaluates ability of employee to take charge and direct others...

- | | | | | |
|--|---|---|---|----|
| a. Accepts responsibility willingly | 1 | 2 | 3 | NA |
| b. Leadership | 1 | 2 | 3 | NA |
| c. Fairness and impartiality | 1 | 2 | 3 | NA |
| d. Ability to make decisions | 1 | 2 | 3 | NA |
| e. Ability to train and instruct employees | 1 | 2 | 3 | NA |
| f. Ability to plan and assign work | 1 | 2 | 3 | NA |

COMMENTS:

NAME _____

SUMMARY COMMENTS (optional)

Overall assessment rating for this employee=s job effectiveness:

- 1 Exceeds Expectations 2 Meets Expectations 3 Needs Attention

Signature of Administrator Conducting the Assessment

Date

I will attach a personal statement of clarification to this assessment.

I have reviewed this assessment with my supervisor and have been given a copy.

The presence of the employee=s signature indicates that the assessment form has been reviewed by the employee, it does not imply agreement with the assessment.

Signature of Employee

Date

Distribution of signed Assessment:

- Original - Personnel
- Copies - Employee
- Administrator

LETTER OF UNDERSTANDING

between

WARREN WOODS BOARD OF EDUCATION

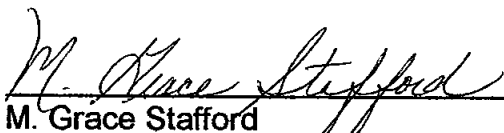
and

TEAMSTERS LOCAL 214

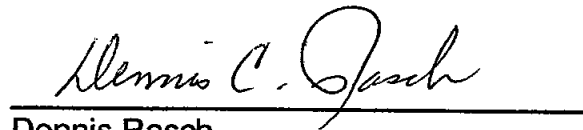
The BOARD will pay all the cost associated with fingerprinting/background checks for all APA's and Clerks hired prior to January 1, 2006 for the duration of this agreement.

WARREN WOODS PUBLIC SCHOOLS

TEAMSTERS LOCAL 214



M. Grace Stafford
Assistant Superintendent



Dennis Rasch
Business Representative

5/21/07
Date

5/21/07
Date

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