### **MASTER AGREEMENT**

### between the

# WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION

and the

WEST BLOOMFIELD SCHOOL DISTRICT
ADMINISTRATIVE ASSISTANTS ASSOCIATION, MEA/NEA

**JULY 1, 2023 THROUGH JUNE 30, 2025** 

WEST BLOOMFIELD SCHOOL DISTRICT WEST BLOOMFIELD, MICHIGAN 48324

### INDEX

	Agr	eement													9	*	1
Article I	Red	cognition					•					٠			e. El	<u>.</u>	1
Article II	Rep	oresentat	ion/F	Relea	se T	ïme	•								*:	œ.	2
Article III	Grie	evance P	roce	dure											×	*	3
Article IV	Dis	cipline ar	nd Di	scha	rge										٠	*	4
Article V	Vac Lay	cancies/F	ostin alls, l	ıgs, F Evalu	Proba uatio	ation ns, S	, Ser Secre	niorit taria	y, Tr I Dut	ansfe ties/F	er, P Resp	romo onsil	otion: bilitie	s, es	34	*	6
Article VI	Wo	rking Ho	urs												12	#	13
Article VII	Hea	alth Exan	ninati	ons	٠										ŧ	Š	15
Article VIII	Sub	stitutes/	Temp	огаг	y En	nploy	ees								š	ē	15
Article IX	Vet	erans								٠						5	16
Article X	Incl	ement V	/eath	er ar	nd Bu	uildin	g Fa	ilure			•				•	ta.	16
Article XI	Mile	eage													*	tii	17
Article XII	Mis	cellaneo	us Pr	rovisi	ons										<u>*</u>	20	17
Article XIII	Insi	urance													*	*	18
Article XIV	Dis	counts					,		٠					•	×	ŧ	22
Article XV	Lea	ives													×	40	23
Article XVI	Sev	erance f	⊃ay											."	÷	E	26
Article XVII	Vac	cations												¢	Ŷ	2	26
Article XVIII	Hol	idays												•		•	26
Article XIX	Rig	hts of the	e Boa	ard										•	2		27
Article XX	No	Strike												92	8	**	28
Article XXI	No	Lockout												•8	8	*	28
Article XXII	Wa	iver												•):	×	×	28
Article XXIII	Sup	plement	al Ag	reen	nents	3.								E.	æ	£	28
Article XXIV	Cor	nformity 1	to La	w										5%	*		29
Article XXV	Wa	ges												•	×	*	29
Article XXVI	Jur	y Duty												€0			29
Article XXVII	Dui	ration												48	93	æ	30
Schedule A	Wa	ge Sche	dule											8	¥	×	31
Schedule B	Job	Classific	cation	าร										£.	÷	¥	33
Schedule C	ıbA	ministrati	ve As	ssista	ant E	valu	ation	For	n					e	(3.		34

Letters of Understanding	*	100	(*)	*2	(8)	3.5		50	25		*		
Two Year Agreement		(0)		9	(0)			20	-4		40	9	3/
Pay to Play Sports	2	727	÷	*	(4)	334	•	#3	3.0	*	*);	3	38

#### **AGREEMENT**

This Agreement entered into this 1st day of July, 2023 by and between the West Bloomfield School District Board of Education, West Bloomfield, Michigan, hereinafter called the Board, and the West Bloomfield Administrative Assistants Association, MEA/NEA hereinafter called the Association.

# ARTICLE I RECOGNITION

#### Section 1 - Recognition of Association

The Board hereby recognizes the Association in accordance with the applicable provisions of Act No. 379, Public Acts of 1965, as amended as the sole and exclusive collective bargaining representative for all personnel employed by the Board in clerk, secretarial, and clerical classifications, including those on leave, excluding only the Administrative Assistant to the Board of Education, Executive Assistant to the Superintendent and the Executive Assistant to the Human Resources Administrator.

During the term of this Agreement, the Board agrees that it will not enter into negotiations or agreements with any organization or individual other than the duly appointed representatives of this Association with respect to wages, hours, working conditions, and other terms of employment for employees covered under this Agreement.

In consideration of the mutual covenants and benefits to be derived, the parties respectively agree that any reference to the female sex is not meant to be exclusive but includes members of both the female and male sexes.

#### Section 2 - Creation of New Positions/Jobs

In the event a new administrative assistant, assistant or specialist position is established by the Board, the Board will negotiate with the Association the classification placement and rate structure of the position.

#### Section 3 - Application

The provisions of this agreement and the wages, hours, terms and conditions of employment set forth herein shall be applied without regard to race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information or any other legally protected category, (collectively, "Protected Classes"), in its programs and activities, including employment opportunities.

#### Section 4 - Definitions

In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

#### A. <u>Substitute</u>

A person who is filling a present position in the absence of a bargaining unit member.

#### B. Work-Study Programs

It is recognized that the cooperative work-study programs in the West Bloomfield School District are a valuable and necessary experience to the educational welfare of our students and that the hiring of temporary employees, referred to as students, in no way interferes or conflicts with the duties or privileges of employees. It is understood that the provisions of this Agreement entered into between the parties do not apply to these temporary student employees. The student employee shall be terminated from the position by September 1 after graduation.

#### C. Temporary Employee

An employee who is hired to supplement the workforce for no longer than twenty-five (25) working days. This employee shall not be a part of this bargaining unit.

## ARTICLE II REPRESENTATION/RELEASE TIME

#### Section 1 - Representation

#### A. Association Representatives

The Association shall furnish the Board with the names and addresses of the officers and such changes as may occur from time to time in such personnel, so that the Board may, at all times, be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the Board has received written notice from the Association, it shall not be required to deal with such employees purporting to be representatives.

#### B. Association Prerogatives

The Association shall have the privilege of using school building facilities at all reasonable hours for meetings without charge during normal working hours of the custodians provided such meetings shall not interfere with other regularly scheduled activities and provided the principal shall designate the location of said meeting within the building. Bulletin board space in lounges and usual school mail facilities shall be made available to the Association provided that the Board shall have no responsibility in any way for any material in connection with use of school mail facilities. All Association communications shall be signed by a member of the Executive Board prior to distribution through the school mail facilities. The Association shall maintain bulletin boards in an orderly fashion and bulletin board postings shall be signed by an Association officer. The Association shall have the privilege of using school office machines, email and all types of audio-visual equipment provided:

- 1. Such equipment may only be used during hours other than the normal work day.
- 2. Such equipment may be used only when such use will not interfere with use of such equipment by the Board.
- 3. The Association shall provide all materials and supplies incidental to such use.
- 4. The Association shall pay for any and all damage to such equipment caused by its use or misuse.
- Materials, email and equipment may be used only for Association business, except that it is not to be used for communications containing materials derogatory of the Board or administration.
- 6. The building principal, administrator or designated representative shall be advised prior to the use of the previously mentioned equipment.
- 7. All facilities and equipment must be requested on the required Facility Use Form and persons responsible for such facilities and equipment shall be notified and have appropriate time to provide such facilities and equipment.

#### C. Grievance Representatives

The Executive Board shall designate a grievance representative. The grievance representative shall be granted time off without loss of pay or leave time when necessary to attend grievance proceedings scheduled by the Association and the Board. The grievance representative shall notify his/her supervisor as soon as possible with no less than one (1) day in advance of the date and time that his/her attendance will be required. Exceptions may be made in emergencies, subject to approval of the human resources administrator.

#### D. Activity Release Time

The Board agrees to provide up to five (5) days per year of release time without loss of pay or leave time. Activity release time shall be used for conferences, workshops or other union-related activities. The Association President shall notify the human resources administrator at least five (5) working days in advance of such conference or activity for which release time is to be used.

#### E. Negotiations Release Time

The Board shall provide time off without loss of pay or leave time for the purpose of negotiations.

## ARTICLE III GRIEVANCE PROCEDURE

#### Section 1 - Definition

Any complaint by an employee concerning the application, meaning, interpretation or alleged violation of this Agreement, or concerning any disciplinary action, shall constitute a grievance and shall be processed as follows:

#### Section 2 - Grievance Procedure

#### Step 1

A meeting between the employee and immediate supervisor shall be held to attempt to resolve the complaint. The meeting will be held within ten (10) working days after the act or condition which is the subject of the complaint. The employee retains the right to have an Association representative present at the meeting. The immediate supervisor shall provide the employee with a written answer within five (5) working days from the day of the meeting.

#### Step 2

If not resolved at Step 1, the grievance shall be reduced to writing, shall be signed by the employee, and shall then be presented to and discussed with the immediate supervisor by the employee's grievance representative. This must be done within ten (10) working days after receiving the written response at Step 1. The immediate supervisor shall provide the grievance representative with a written answer within five (5) working days after the supervisor's receipt of the written grievance.

#### Step 3

If not resolved at Step 2, the written grievance shall be presented to the human resources administrator within five (5) working days after the grievance representative's receipt of the written answer at Step 2. The human resources administrator shall provide the grievance representative with a written answer within five (5) working days after his/her receipt of the written grievance.

A grievance filed on behalf of the Association begins at Step 3. A grievance filed on behalf of the Association may be signed by the Association president or UniServ Director.

#### Step 4

If not resolved at Step 3, the written grievance shall be filed with the Executive Assistant of the Board via the Superintendent within five (5) working days after the grievance representative's receipt of the written answer at Step 3. The Board shall give the Association an opportunity to be heard on the grievance at a closed meeting no later than the second regular Board meeting following the filing of the written grievance with the Executive Assistant of the Board. The Board shall provide the grievance representative with a written answer within thirty (30) working days from the day of the Board meeting.

#### Step 5

If the grievance is still unresolved, the Association only may, within thirty (30) working days after the Step 4 disposition and by written notice to the Board (human resources administrator), request arbitration.

Within ten (10) working days after such notice to arbitrate, the Association and the Board shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration within the next five (5) working days. The arbitrator shall be selected, and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of arbitration shall be shared equally by the Board and the Association. The arbitrator shall confine his/her decision to the sole question of whether or not there has been a violation of this Agreement and, if he/she finds a violation, the appropriate relief. The decision of the arbitrator shall be final and binding upon the employee involved and upon the parties to this Agreement and judgment thereon may be entered in any court having jurisdiction.

#### Section 3 - Miscellaneous Provisions

- A. For the purpose of assisting a member of the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Board shall permit an Association representative access to, and the right to inspect and acquire copies of, personnel files if the employee(s) involved grant(s) a written release to the Association for access to the file(s).
- B. A bargaining unit member who must be involved in the grievance procedure during the work day shall be excused for that purpose without loss of pay or leave time provided at least one (1) day advance notice is given and approved by the immediate supervisor. Exceptions may be made in emergencies, subject to the approval of the human resources administrator.
- C. If the Association fails to respond within the specified time limits to the last answer from the Board, the last answer from the Board shall stand as the final decision of the grievance. If the Board fails to respond within the specified time limits to the last relief requested from the Association, the last relief requested from the Association shall stand as the final decision of the grievance. Time limits may be extended in any instance by mutual agreement, in writing.
- D. Notwithstanding the foregoing provisions, it is understood that any individual employee at any time shall have the right to process a grievance on his/her own behalf and have the grievance adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment, according to the provisions of Act 379 of the Public Acts of 1965, as amended.
- E. If a grievance is sustained, the aggrieved party shall be paid for any financial loss.
- F. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

# ARTICLE IV DISCIPLINE AND DISCHARGE

#### Section 1 - Cause for Discharge

The parties recognize and agree that the use of discipline and the procedures to be followed are designed to correct employee behavior and improve the work force.

- A. No bargaining unit member shall be disciplined without just cause.
- B. Discipline, as used in this Agreement, shall include warnings, reprimands, suspensions with or without pay, discharge or other actions of disciplinary nature. Any discipline beyond an oral warning shall be reduced to writing and a copy provided to the employee and the Association president.

- C. Any discipline shall be subject to the grievance procedure set forth in Article IV, including arbitration. If the discipline imposed results in the loss of wages, the matter shall be submitted at Step 3 of the grievance procedure.
- D. No employee shall be disciplined in front of students, parents, faculty or any other employee. Except as required by law, disciplinary action shall be kept confidential between the employee, Association and appropriate central office administrator involved, including the immediate supervisor, superintendent and/or human resources administrator.
- A bargaining unit member will have the right to review, upon request, the contents of all records of the employer pertaining to said bargaining unit member and to have a representative of the Association accompany him/her in such a review. A record shall be made in each file indicating who has reviewed the file and on what date. The exception to this is the employees of the human resources or the superintendent's office reviewing files during the course of their normal duties.

### Section 2 - Notice of Suspension or Discharge

#### A. Notice to Association

The Board agrees to immediately, upon the suspension or discharge of an employee or disciplinary action, notify in writing the Association president of the discharge or discipline.

#### B. Informal Discussion

A suspended or discharged employee will be allowed to discuss his/her suspension or discharge with the grievance representative and the Board will make available an area where he/she may do so before he/she is required to leave the Board's premises. Upon request, the Board or its designated representative will discuss the suspension or discharge with the employee and the grievance representative.

### Section 3 - Appeal of Suspension or Discharge

### A. <u>Improper Suspension or Discharge</u>

Should the suspended or discharged employee or the grievance representative consider the suspension or discharge to be improper, the matter shall be referred to Step 3 of the grievance procedure and be presented to the human resources administrator within ten (10) working days after suspension or discharge.

#### B. Probationary Employee

This provision is not applicable to an employee during his/her probationary period.

#### Section 4 - Use of Past Record

Disciplinary actions two (2) years old or more shall not be used against an employee on any current disciplinary charge unless the actions will show a pattern of behavior by the employee that has been previously documented in writing.

#### **ARTICLE V**

# VACANCIES/POSTINGS, PROBATION, SENIORITY, TRANSFERS, PROMOTIONS, LAYOFFS/RECALLS, EVALUATIONS, ADMINISTRATIVE ASSISTANT DUTIES/RESPONSIBILITIES

#### Section 1 - Vacancies/Postings

#### A. <u>Vacancies</u>

A vacancy is created by a newly created position or a present position that has been vacated. Vacancies shall be filled as follows:

- 1. A transfer request shall be considered after laid-off employees have been reviewed. The transfer shall not be a promotion.
- The vacant position shall be posted internally, first, then externally.
- 3. Employees in the administrative assistant bargaining unit shall be given first opportunity to apply for positions covered under the contract. An employee in the bargaining unit who meets the qualifications as determined by administration shall be given a twenty (20) working day trial period before the employer hires from outside of the bargaining unit. The trial period may be extended an additional ten (10) working days if the human resources administrator determines it is necessary to do so. The employee and the Association will be notified in writing of reasons for the extension.
- 4. If no present employee is hired for the vacant position, the Board may fill the position by new hire.
  - \* All external candidates who are being given final consideration for employment shall be tested according to the standard testing format issued by the human resources office to help ensure that the best-qualified candidate, as determined by the Board, is awarded the position.

#### B. <u>Postings</u>

All employees in the bargaining unit shall be notified of vacant positions by a posted notice and email at least seven (7) working days prior to the filling of the vacant position. Such posting shall contain the job title, projected work days and hours, building, classification, required and desired qualifications, and pertinent information relating to the position. Employees interested shall apply according to the application process. When school is not in session, the Association President shall be sent two (2) copies of the posting on the same day the position is posted district wide. All those applying shall be granted an interview and shall be notified of the decision regarding the appointment in writing. A copy of the job description shall be given if requested by the applicant.

The Employer will provide a copy of all job postings to the Association. If a position becomes vacant and the job posting/description has not been updated in more than five (5) years, the district will update the posting and job description and provide an updated copy to the Association.

#### C. Interviewing and Selection

- Employees will be interviewed and selections will be made based on the applicant's ability to meet the required qualifications of the position and perform general and specific duties as stated in the job description.
- All conversations and information given during the interview process shall be kept confidential between the interviewer(s) and the interviewee. Such confidential information will be released

only at the request of the Association if a question arises as to the selection of a particular individual.

3. Training will be provided to all new hires or current employees transferring into a new position.

#### Section 2 - Probation

#### A. <u>Probationary Period</u>

The first ninety (90) calendar days of employment shall be probationary for employees new to the bargaining unit. Benefits shall accumulate as of the date of hire and may be used as accumulated. All insurance benefits shall become effective the first day of the month following the date of hire. The Association president shall be notified upon hire of the employee, the completion of the employee's probationary period, classification and wage step.

At the end of the first thirty (30) calendar days of employment, probationary employees will be evaluated by their immediate supervisor/administrator in writing and a copy will be submitted to Human Resources for placement in his/her personnel file.

If the supervisor/administrator believes an employee has areas of concern, the reasons shall be set forth in specific terms and the specific ways in which the employee is to improve will be noted. If the employee has areas of concern, he/she can request additional training/resources from the supervisor during the evaluation process.

In the event there are areas of concern indicated in the first evaluation, a follow-up evaluation will take place at sixty (60) days and a copy will be submitted to Human Resources for placement in the employee's personnel file. The final evaluation will take place five (5) days prior to the 90<sup>th</sup> calendar day. Failure to note a specific concern or deficiency shall be interpreted to mean that adequate improvement has taken place.

A current district employee transferred into the bargaining unit, who has already completed ninety (90) calendar days within the district, shall serve a ninety (90) calendar day trial period and shall become a member of the association, bound by all the provisions of this Agreement, and entitled to all of the benefits provided herein as of the first day worked. If, during the trial period, the work performance of the new or current employee that transferred into the bargaining unit is unsatisfactory the employee may be terminated. The trial period may be extended an additional twenty (20) calendar days if the human resources administrator determines it is necessary to do so. Termination of employment during the trial period, or extension of the trial period, as determined by the Board, is non-grievable.

#### B. <u>Seniority Status</u>

If the employee is continued in employment beyond the probationary period, the employee shall acquire the status of a seniority employee and his/her seniority shall be established from the first day worked as a probationary employee.

#### C. Probationary Employee Representation

The Association shall represent probationary employees for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

Probationary employees may be summarily discharged, except as otherwise provided by law, and such discharge is final and not subject to the grievance procedure.

#### Section 3 - Seniority

#### A. Definition/Accrual

Seniority shall be defined as the length of service within the bargaining unit. In the event that more than one employee has the same starting date, seniority shall be determined by drawing lots.

#### B. <u>Lost Seniority</u>

Seniority shall be lost and an employee shall be removed from the seniority list for the following reasons:

- 1. If an employee quits or retires.
- If an employee is absent without notice for three (3) consecutive work days.
- 3. If he/she is discharged and the discharge is not reversed through the grievance procedure.
- 4. If he/she fails to return to work from a layoff within the ten (10) work days following the date of the written notification of recall to his/her last address on file with the Board.
- 5. If he/she overstays a leave of absence, unless it is due to reasons satisfactory to the Board.
- 6. If he/she is on layoff for a period over four (4) years.
- An employee shall lose his/her seniority if, at any time, it is determined that he/she deliberately falsified his/her employment or leave of absence application for the purpose of gaining an advantage or benefit he/she would not otherwise have merited. Such taking away of seniority shall only be done for just cause.

#### 8. Seniority Freeze

Employees hired for positions with the district who are excluded from the bargaining unit shall have their seniority frozen for a period of up to five (5) years and shall not accumulate seniority while in a non-bargaining unit position. Upon returning to the bargaining unit, they shall be credited with their prior seniority accumulated while in the bargaining unit.

#### C. <u>Seniority List</u>

The Board will provide the Association with a seniority list within two (2) weeks after the effective date of this Agreement and each four (4) months thereafter upon request, during the term of this Agreement. The list shall contain each employee's name, seniority date, classification and any other requested information available on the data sheet.

#### D. <u>Discrimination</u>

Seniority shall not be affected by race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information or any other legally protected categories, (collectively, "Protected Classes).

#### E. <u>Transferred Employees</u>

Individual leave banks shall not be affected by any transfer into the bargaining unit.

#### Section 4 - Voluntary Transfers

#### A. Definition

A transfer is a movement to a different position within the same or lower classification which is vacant.

#### B. Transfer Request

Employees may request transfers by filing a written request with the human resources office. If a transfer takes place, the Association president shall be sent a copy of the notice of transfer on the same date the notice is sent to the employee being transferred. An employee whose request was not acted upon may ask

for an explanation and shall be given one in writing within five (5) working days. Qualifications for transfers shall be based on the current job description.

#### C. <u>Trial Period</u>

The employee selected for the transfer will be given a twenty (20) working day trial period. At the end of the first ten (10) working days of the trial period, the employee shall be evaluated by the administrator. The evaluation shall be in writing and discussed with the employee. If the employee's work performance is not satisfactory, the employee shall be warned of such and shall be given the opportunity to improve. If the employee does not improve to the satisfaction of the administrator, the employee shall be returned to his/her former position at the end of the trial period. The trial period may be extended an additional ten (10) working days if the human resources administrator determines it is necessary to do so. If no written evaluation is given at the end of the trial period, the employee will be deemed satisfactory.

### Section 5 - Involuntary Transfers

#### A. <u>Definition</u>

An involuntary transfer is a transfer of an employee instituted by the Board to a position of equal classification to the position held.

#### B. Involuntary Transfer Procedure

Written notice of transfer shall be given to the employee affected ten (10) working days prior to the transfer. A copy of the notice shall be sent to the Association President on the same date it is sent to the employee being transferred. Reasons for the transfer shall be included in the notification.

#### C. Necessity of Transfers

The Board may make involuntary transfers which are deemed necessary. An involuntary transfer shall be a transfer to another position of equal classification.

#### D. Elimination of Positions

If the financial condition of the district warrants the elimination of a position, the Board may make involuntary transfers to a vacant position in a lower classification within the bargaining unit. The employee's wages, hours, benefits and classification status shall not be reduced. If the position eliminated is reinstated within two (2) years, the transferred employee shall be given the first opportunity to claim the position.

If the above procedures and conditions are not met, the employee may refer to Step 3 of the grievance procedure.

#### Section 6 - Promotions

#### A. <u>Definition</u>

A promotion is a movement to a higher job classification included in the bargaining unit. Such promotion shall be accorded to the individual best qualified as determined by the Board. In case the choice rests between two or more employees who have equal qualifications, seniority shall govern the selection. Qualifications shall be based on the current job description. If no employee in the bargaining unit is qualified, the Board may fill the position by new hire. An employee who is not selected for a promotion may ask for, and shall be given, an explanation in writing within five (5) working days.

#### B. <u>Trial Period</u>

The employee selected for the promotion will be given a twenty (20) working day trial period during which he/she may revert back to his/her former position if he/she so desires. At the end of the first ten (10) working days of the trial period, the employee shall be evaluated by the administrator. The evaluation shall be in writing and discussed with the employee. If the employee's work performance is not satisfactory, the employee will be warned of such and shall be given the opportunity to improve. If the employee does not improve to the satisfaction of the administrator, the employee may be returned to his/her former position

at the end of the trial period. The trial period may be extended an additional twenty (20) working days if the human resources administrator determines it is necessary to do so. If no written evaluation is given at the end of the trial period, the employee will be deemed satisfactory.

#### C. Rate of Pay

During the trial period, the employee will receive the rate of pay of the job he/she is performing.

#### Section 7 - Layoffs and Recalls

#### A. Necessity of Layoffs

Layoffs may become necessary in the event of insufficient finances to fund a program as determined by the board, the elimination of a position, or to facilitate the retention of a more senior employee. If for some other reason it is necessary to implement a layoff, the Board shall negotiate with the Association.

#### B. Layoff Procedure

If layoffs become necessary, the procedure shall be as follows:

- 1. Probationary employees shall be laid off first as long as senior employees are able to do the work.
- Senior employees shall be given the proper instruction and training to fill the vacant position.
- 3. An employee who is to be laid off shall be given at least thirty (30) working days written notice of layoff. A copy of the layoff notice shall be sent to the Association president on the same day the notice is sent to the employee. Failure to provide such notice will result in the affected employee being paid one (1) day's wages for each day less than the required thirty day notice.
- 4. Should it be necessary to reduce positions the Board will retain higher seniority employees over probationary and lower seniority employees. For purposes of layoff, full-time employees shall claim full time positions and part-time shall claim part-time (if available). Part-time employees may only claim part time positions. Full-time is considered thirty (30) hours or more per week and part-time shall be considered less than thirty (30) hours per week. The procedure to reduce positions will be as follows:
  - a. Senior employees who are laid off shall be given the opportunity to claim the least senior position in his/her own classification.
  - b. If the employee holds the least senior position in his/her own classification, he/she shall be given the opportunity to claim the least senior position in the next lower classification and the process will continue until there are no other positions.
  - c. If there are no full-time positions available the employee has the right to claim the least senior part-time position in the same classification. If no position is available then the employee may select a position in a lower classification. No employee who is full-time will be required to assume a part-time position.
- 5. The Board shall pay the full premium for health insurance for thirty (30) days after the effective date the employee was laid off.
- 6. Laid-off employees shall be placed at the top of the substitute list provided the laid-off employee requests such in writing.
- 7. Employees may choose layoff if he/she is not qualified for an available position provided the District does not have to hire from the outside.

#### C. Recall Procedure

The recall procedure shall be as follows:

- 1. Should it be necessary to reduce positions the Board will retain higher seniority employees over probationary and lower seniority employees. For purposes of recall, full-time employees shall claim full-time positions and part-time shall claim part-time (if available). Part-time employees may only claim part-time positions. Full-time is considered thirty (30) hours or more per week and part-time shall be considered less than thirty (30) hours per week. The procedure to recall positions will be as follows:
  - a. Recalls shall be in reverse order; that is, a senior laid-off employee shall be given priority of work over a less senior employee. A senior laid-off employee shall only be recalled into a vacant position in a classification that is equal or lower to what was held at the time of layoff. Wages and classification shall be that of the new position.
  - b. Employee shall be given the proper instruction and training to fill the vacant position.
  - c. Employees recalled shall be reinstated with their adjusted date of employment, their accumulated sick bank entitlement (if applicable) and vacation increment, and on the same step on the salary schedule in effect for the employee at the time of layoff.
  - d. Laid off employees shall retain recall rights for four (4) years.

#### D. Recall Notice

Notice of recall shall be sent to the employee at his/her last known address, as shown on the Board's records, by certified mail. If an employee fails to report for work within ten (10) working days from the date of mailing of the notice of recall, he/she shall be considered as having quit. A copy of the recall notice shall be sent to the Association president on the same day the notice is sent to the employee.

#### E. Change of Address

Each employee is responsible for keeping the Board advised in writing of any change of address and shall not be excused for failure to report for work on recall if he/she fails to receive recall notice because of his/her own failure to advise the Board in writing of change of address.

#### F. Health Insurance Option

A laid-off employee shall have the option of continuing his/her health insurance in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

#### G. <u>Necessity of Layoffs</u>

Layoffs may become necessary in the event of insufficient finances to fund a program as determined by the board, the elimination of a position, or to facilitate the retention of a more senior employee. If for some other reason it is necessary to implement a layoff, the Board shall negotiate with the Association.

#### Section 8 - Evaluations

- A. Bargaining unit member evaluations shall be by observation of bargaining unit member's work and review of work product. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor or the Human Resources Administrator. Other substantiated information may also be used as a basis for evaluation as long as the information has been in writing and the employee has previous knowledge of the written information.
- B. All evaluations shall be reduced to writing and a copy given to the bargaining unit member. Provided the procedures outlined in this section are complied with, provisions A-C are not subject to Step 5 of the grievance procedure (arbitration). If a supervisor believes a bargaining unit member is doing unacceptable

work, the reasons shall be set forth in specific terms along with an identification of the specific ways in which the bargaining unit member can improve. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. A bargaining unit member may submit a written response to the evaluation which shall be attached to the evaluation. The absence of an evaluation will mean the bargaining unit member has performed satisfactorily.

- C. The supervisor and the bargaining unit member shall meet to review the evaluation. The bargaining unit member shall sign a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. All written evaluations are to be placed in the bargaining unit member's personnel file.
- In the event a bargaining unit member is not continued in employment, the employer will provide a written statement to the bargaining unit member of the specific reasons for the action and a copy shall be provided to the Association.

#### Section 9 - Administrative Assistant Duties/Responsibilities

- A. Administrative Assistants will be responsible for clerical, typing and other administrative assistant duties for offices, both building and district.
- B. Administrative Assistants are not responsible for student discipline. If a student is required to serve detention in a school office an administrator or designee shall be in the building at that time.
- C. No administrative assistant shall be expected or required to transport students to or from school.
- D. The administrator or supervisor in charge of an office shall, at the beginning of the school year, give the administrative assistant the name or names of faculty members, administrator or supervisor to be contacted should an emergency arise during the time the administrator or supervisor is not present.
- E. Administrative assistants shall not be asked to assume the duties of a faculty member, playground supervisor, lunchroom supervisor, bus supervisor, crossing guard, hall supervisor or in-school suspension supervisor, except in emergencies.
- F. No administrative assistant shall be required to work in school buildings alone.
- G. Work performed by an employee not in this bargaining unit shall not be delegated to a member of this Association on an ongoing basis except in emergencies.
- H. Reclassifications and changes in job descriptions must be mutually agreed to by the Board and Association. However, when an administrative position has had a title upgrade, the affected administrative assistant position shall also have a title upgrade. Changes in classifications shall be by mutual agreement between the Board and Association.
- I. Employees may be required to dispense medication and provide routine health monitoring as needed provided they are properly trained and another adult is present and in an emergency that threatens the life or health of the student. Employees will serve in a back-up role for the paraeducator medical tech or the paraeducator medical tech backup. If both paraeducator medical techs are not at work and an employee substitutes for them, the employee will be compensated at the rate of an additional \$1.50 per hour for the time served as a substitute. At least one backup substitute will also be trained. Employees will not be required to administer any medication that must be given by injection or administered rectally, vaginally or into the bladder.

J. When an elementary student is not picked up on time after school or is returned to the school by the bus, or is not admitted to Kid's Klub, and an administrator is not available, only one administrative assistant may stay beyond contractual time to supervise the student(s).

#### ARTICLE VI WORKING HOURS

#### Section 1 - Working Hours

#### A. Work Year Schedule

Less-than-twelve-month employees shall work as follows:

- 11 Month Employees: Adult Education Administrative Assistant, Early Childhood Department Administrative Assistant (1), Curriculum Department Administrative Assistant, Administrative Assistant to the High School Assistant Principal/Receptionist, Student Support Services Department Administrative Assistant, shall work August 1 through June 30. Additional days may be required as determined by the Board. However, the Board shall be able to require no more than five (5) additional days of work.
- 10 Month Employees/Group A: Administrative Assistant to the Elementary Principal, Administrative Assistant to the High School Assistant Principal, Administrative Assistant to the Middle School Assistant Principal, Administrative Assistant to the Middle School Principal, High School Attendance Administrative Assistant, High School Counselors Administrative Assistant, Lakers Online Administrative Assistant, shall work the returning teachers' calendar plus seventeen (17) additional work days. Additional days may be required as determined by the Board. However, the Board shall be able to require no more than five (5) additional days of work.
- 10 Month Employees/Group B: Elementary Building Administrative Assistant, High School Data Processing Administrative Assistant, shall work the returning teachers' calendar plus twelve (12) additional work days. Additional days may be required as determined by the Board. However, the Board shall be able to require no more than five (5) additional days of work.

#### B. Lunch Period

All employees working six (6) hours or more per day shall have a thirty (30) minute, unpaid, duty-free lunch period except where it is necessary because of an emergency for them to perform duties during the lunch period. In these cases, the employee shall be offered an equal amount of compensatory time or receive overtime. The employee may request, and with the approval of his/her supervisor, be able to combine the break periods in order to extend the lunch period.

#### C. Breaks

Full-time employees shall be provided a paid fifteen (15) minute break in the morning and in the afternoon. Breaks shall be taken at a time and in a manner that does not interfere with the work. Part-time employees who work three and three-quarter (3-3/4) hours shall be provided one (1) fifteen (15) minute paid break.

#### D. <u>Summer Work Hours</u>

Twelve-month employees may elect to work four (4) ten-hour days per week or five (5) eight-hour days per week during the summer months beginning two (2) weeks after the last student day until three (3) weeks before the first student day, with the option to work one (1) day per week from home during that period. The employee's summer work schedule must be approved by his/her supervisor and submitted to Human Resources no later than one (1) week before the last student day. Compensation shall be paid at the regular rate for the actual hours worked. Once the employee has made his/her election of a summer work schedule

these hours shall remain constant during the summer period. The election of a summer work schedule does not apply to any other period during the year. Should the administration arbitrarily elect to implement summer work hours, the employee will be paid for his/her regular work schedule.

#### E. Board Reduction of Work Hours

No employee shall have his/her regular work hours decreased more than one (1) hour per day. No employee shall have his/her regular work days decreased. If the financial conditions of the school district, as determined by the Board, warrant the cutting of hours more than covered in this Agreement, the Board shall meet to discuss the changes with the Association and will consult with the Association on the implementation of such changes. Where there is a reduction of more than one (1) hour or more than one (1) day, the affected administrative assistant may claim the position held by the least senior employee in the same classification with the same work hours and year. If the administrative assistant affected is the least senior in his/her own classification, he/she may then claim the least senior position in the next lowest classification with the same work hours and year for the purpose of retaining his/her normal work schedule. Wages and classification shall be that of the new position.

#### F. Board Increase of Work Hours

The Board, upon its decision to increase the work hours or work year of a position, shall notify the employee in that position of such ten (10) working days before the increase takes effect. The employee shall not be displaced from the position; however, if the employee chooses not to remain in the position being increased, he/she may submit a letter to the human resources administrator stating such within ten (10) days of receipt of the letter notifying him/her of the increase. Upon approval of the Human Resources Administrator, the employee may then claim the least senior position in the lowest classification with the same work hours and year in order to retain his/her normal work schedule. Wages and classification shall be that of the new position. If the employee chooses not to remain in the position being increased or to exercise his/her bumping rights as provided for in this Article, he/she shall be considered as having terminated his/her employment with the school district.

#### G. Return from Leave

An employee returning from a granted leave of absence as provided for in Article XV shall be returned to the same position or one of equal classification. An employee shall be returned at the established days and hours worked at the time the leave commenced unless mutually agreed by the Board and Association. A returning employee may not elect to come back to less than the specified days or hours unless agreed to by the Board and Association.

#### H. Work From Home

With prior approval from the supervisor and Human Resources, an employee may work from home no more than two (2) days per school year.

#### Section 2 - Wages and Overtime

Employees will be paid at a straight hourly rate for all hours worked not exceeding forty (40) hours per week, except:

- A. Overtime or compensatory time shall be computed at the rate of time and one-half (1-1/2) for work performed over eight (8) hours per day or forty (40) hours per week and on Saturday.
- B. Double time will be paid for services performed on Sundays.
- C. There shall be no pyramiding of overtime.
- D. Overtime shall be paid at the rate of time and one-half (1-1/2) if an employee is required by the Board to attend class(es) outside of the employee's regular work hours.

- E. All overtime or compensatory time must be approved in advance by the immediate supervisor. Such approval is subject to the final decision of the Human Resources Administrator.
- For less than twelve month employees, any accumulated compensatory time shall be used during time when school is not in session (non-membership days, winter break, mid winter break, spring break), prior to the use of vacation days. If employee is unable to utilize the accumulated compensatory time before the end of the fiscal year, then the employee shall be paid out for the compensatory time before July 1.
- G. For twelve month employees any accumulated compensatory time will be used prior to the use of vacation days during the school year, summer months or when school is not in session (non-membership days, winter break, midwinter break, spring break or during summer months).
- H. All compensatory time (accrual and use) will be recorded on the employee's time sheet.

### ARTICLE VII HEALTH EXAMINATIONS

If the Board requires evidence of freedom from communicable tuberculosis as a condition of entering and maintaining employment, evidence shall be a report of a negative tuberculin skin test or chest x-ray showing no evidence of active tuberculosis.

# ARTICLE VIII SUBSTITUTES/TEMPORARY EMPLOYEES

#### Section 1 - Substitutes

A substitute is a person who is filling a present position in the absence of a bargaining unit member and shall be used according to the following:

- A. Less than twelve (12) month employees shall be given priority of substitute and temporary work during the summer months, subject to their ability to perform the duties as determined by administration. The employee must request such in writing. The employee shall receive their current hourly rate.
- B. Laid-off employees shall be given priority of substitute and temporary work during the school year and summer months over substitute and temporary employees, subject to their ability to perform the duties as determined by administration. The employee must request such in writing. The employee shall receive the administrative assistant substitute wage, as determined by the Board, or their hourly rate if higher.
- C. The procedure for substitutes used during personal leave shall be as stated in Article XV, Section 2.
- D. Substitute administrative assistants shall be provided in the absence of the high school attendance administrative assistant. All other requests for substitutes shall be directed to the human resources administrator.
- E. Substitutes will not be part of this bargaining unit or entitled to the benefits thereof, except those employees acting as substitutes who are currently members of the bargaining unit. Substitutes, unless they are bargaining unit members, laid off or retired bargaining unit member will not be paid more than step 1 of the classification in which they are substituting. Substitutes who are laid off or retired bargaining unit members will be paid at the classification of the position for which they are substituting in and at the step that he/she was at prior to lay off or retirement.

#### Section 2 - Temporary Employees

- A. A temporary employee is a person who is hired to supplement the current work force for no more than twenty-five (25) working days on any given project.
- B. Temporary employees may be used in times of emergency in order to complete a project that must meet a deadline.
- C. Temporary employees may be used, but only after laid-off employees are first given an opportunity to fill temporary positions.
- D. Employees who work less than eight (8) hours a day or twelve months a year shall be considered for temporary positions, subject to administration approval.
- E. A temporary position will become part of the bargaining unit if the Board finds it necessary to maintain the temporary position on a permanent basis. The Board and Association shall negotiate the classification of the position within the bargaining unit according to the provisions of the master agreement and the position will be posted.
- F. Temporary positions will be posted for a minimum of two (2) business days.

# ARTICLE IX VETERANS

#### A. <u>Seniority Employees</u>

Any employee who enters into active service of the Armed Forces of the United States, upon the termination of such honorable service, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay, unless the circumstances have changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within ninety (90) days after such discharge or after hospitalization continuing after discharge for not more than two (2) years.

#### B. Probationary Employees

A probationary employee who enters the armed forces and meets the foregoing requirements must complete his/her probationary period and, upon completing it, will have seniority equal to the time he/she spent in the armed forces, plus the ninety (90) day probationary period.

# ARTICLE X INCLEMENT WEATHER AND BUILDING CLOSURE

#### Section 1 - Inclement Weather Days

On inclement weather days when the Superintendent cancels school, employees shall not be required to report to work. Notification shall be by telephone or by announcement on major radio stations. They shall be paid for their regular daily scheduled hours without loss of leave time.

When school is dismissed early due to inclement weather, employees shall be excused without loss of leave time no later than one-half (1/2) hour after the teachers have been excused. Employees in departments where teachers are not employed shall be excused no later than one-half (1/2) hour after elementary teachers have been excused.

If a member is required to work when students and/or other employees have been excused, the member shall be given additional vacation time on a pro-rata basis.

If a member is on vacation or paid leave when an inclement weather day has been called, the member shall not be assessed his/her normal vacation or paid leave time.

#### Section 2 - Building Closure

When a building closure occurs and pupils and teachers are excused, employees in the affected building shall be excused no later than one-half (1/2) hour after the teachers are excused. The employees will be assigned to another work location. If a building closure is not corrected by the end of the day when pupils are sent home, employees may temporarily be assigned to other buildings until the closure is corrected. Employees in departments where teachers are not employed shall be excused no later than one-half (1/2) hour after other departments have been released.

If a member is required to work when there is a district-wide shut down, the member shall be given additional vacation time on a pro-rata basis.

If a member is on vacation or paid leave when a building closure has occurred, the member shall not be assessed his/her normal vacation or paid leave time.

#### Section 3 - Building Quarantine

In case of building quarantine, employees shall not be required to report to work in that building. Employees may temporarily be assigned to other buildings until the quarantine is lifted. The employee shall not suffer a loss of pay or have his/her leave bank affected.

### ARTICLE XI MILEAGE

Employees required in the course of their work to drive personal automobiles from one building to another or on other approved school business shall receive a car mileage allowance at the established annual IRS rate. Reimbursement shall be requested on no more than a once-per-month basis and shall be requested by June 30 for reimbursement from the previous year.

# ARTICLE XII MISCELLANEOUS PROVISIONS

- A. If an employee is instructed to take over the normally established duties of a position in a higher classification, that employee shall have his/her wages adjusted accordingly. Such adjustment shall be accomplished by temporarily placing the employee at his/her experience step in the higher rated classification. The employee shall be paid this higher rate for only the hours applicable. If an employee is instructed to take over duties of a position in a lower classification, the employee's wages shall not be reduced. This provision does not apply to vacation time, and shall take effect after three (3) working days. In the event of long term leave coverage, this provision will be effective immediately.
- B. A salaried employee being transferred into the bargaining unit shall be notified in writing, prior to transfer, of any changes in the dates on which he/she receives his/her checks.
- C. Employees who have perfect attendance from July 1 to June 30 shall receive an attendance incentive pay of Three Hundred Dollars (\$300.00). Employees with no more than two (2) absences s in the July 1 to June 30 time period will receive an incentive of One Hundred Fifty Dollars (\$150.00). For the purpose of this

section, absent without pay, personal business leave, and sick leave shall count against the employee and all partial absences are cumulative.

- D. A professional development day will be scheduled prior to the start of the school year and additional training topics will be incorporated into the monthly meeting schedule. Professional development will be planned jointly by two Association representatives and two representatives of the Administration prior to the first student day of school and shall include school safety as a training topic.
- E. Employees may attend relevant training at their own expense. The training must be approved by either his/her immediate supervisor and the employee will not suffer a loss of paid leave time to attend the training.
- The Administrative Assistant Enrichment Program (AAEP) was established in the 2019-20 school year. The Board will fund the program in the amount of \$5,000 per school year. Employees will be allotted up to \$500 per year for approved courses, trainings or workshops. An employee may apply for a second reimbursement, and be approved, if funds are still available for second semester. AAEP Guidelines and forms to apply for the funds will be available from the Human Resources office. New department needs will not be funded by the AAEP.

# ARTICLE XIII INSURANCE

#### Section 1 - Insurance Eligibility and Requirements

#### A. Rules and Regulations

The provisions of group insurance policies purchased by the Board and the rules and regulations of the Section 125 Plan Document developed by the Board will govern as to the commencement and duration of benefits and all other aspects of coverage.

#### B. Double Coverage

If the employee or his/her spouse is covered under other hospitalization insurance coverage, the employee involved will not be eligible for hospitalization coverage with the Board. It is understood that double coverage is prohibited. For appropriate coverage, new employees shall certify in writing that they are entitled to such insurance coverage.

#### C. Eligibility

An employee must be working at least thirty (30) hours per week and at least ten (10) months per year or on paid leave to be eligible for all of the insurances covered under the contract. The effective date of coverage will be the first of the month following the twentieth (20<sup>th</sup>) work day or return from unpaid leave. Employees on unpaid leave or terminated from employment may continue coverage as provided through Cobra. The effective date of the termination of insurance will be the first of the month following the effective date of the unpaid leave of absence or involuntary termination of employment.

The employee, if eligible, may enroll in the insurance plan(s) during the waiting period by prepaying the monthly premium. Payment may be by payroll deduction or direct pay.

Employees working at least twenty (20) hours, but less than thirty (30) hours per week, may purchase the insurance plan(s) by prepaying the monthly premium according to the following. Payment may be by payroll deduction or direct pay.

1. Board paid life insurance plan of \$30,000 including accidental death/dismemberment and the accelerated Death Benefit rider.

- 2. The Board shall provide one-half (1/2) the full premium for the MESSA Choices health plan coverage for those administrative assistants who elect such coverage.
- 3. The Board shall provide one-half (1/2) the full premium for Delta Dental plan coverage as described above for those administrative assistants who elect such coverage.
- 4. The Board shall provide one-half (1/2) the full premium for VSP 2 vision plan coverage for those administrative assistants who elect such coverage.
- 5. If the administrative assistant does not elect health insurance coverage, the Board shall provide additional salary in the amount of one-half (1/2) the cash in lieu of amount that which a full-time employee receives.

#### D. <u>Application</u>

It is the responsibility of the employee to make application for any of these insurances and to keep all such records current.

#### E. <u>Termination</u>

The Board will provide the employee with health insurance coverage through the end of the month in which the employee terminates his/her employment.

#### F. Payment of Premiums

Payment of all insurance premiums or options will be for twelve (12) months.

### Section 2 - Life Insurance

The Board shall pay the premiums for employees eligible, upon application of the employee and without cost to the employee, group life and accidental dismemberment insurance in the amount of \$30,000.00, including a double indemnity provision for the duration of this contract.

### Section 3 - Hospital and Medical Insurance

The Board shall pay, on behalf of the employee and upon selection and application of the employee, for the following MESSA health plans. The district currently pays the state CAP amount of health insurance and the costs shall be adjusted based on the CAP increases in January or insurance rates in July. Both parties recognize that the district has the ability to change from the CAP and vice versa. In consideration of the staff and their financial planning, the District will give notice to the Association of any changes in a timely manner and agrees not to make this change more than once per benefit year.

The District will pre-fund the HSA for employees in the amount of \$1,000 for single coverage and \$2,000 for two person and full family coverage on a yearly basis.

#### **MESSA OPTIONS:**

#### MESSA OPTION 1

Choices \$1,000/\$2,000 Deductible \$20 Office Visit Rider

MESSA SAVER RX Mandatory Mail

Delta Dental 80/80/80/60 or 50/50/50:

\$2,000 Yearly Maximum on Class I, II, III \$2,000 Lifetime Maximum on Class IV

Negotiated Life \$30,000 Accidental Death and Dismemberment

• Vision VSP 2

Long Term Disability

50%

Maximum Benefit \$2,500

Maximum Monthly Salary \$5,000 120 calendar day straight wait

Alcohol/Drug – 2 years Mental/Nervous – 2 years

**MESSA OPTION 2** 

Choices ABC Plan 1

\$1,500/\$3,000 Deductible

Mandatory Mail RX/3-Tier RX Riders

Delta Dental

80/80/80/60 or 50/50/50/50

\$2,000 Yearly Maximum on Class I, II, III \$2,000 Lifetime Maximum on Class IV

Negotiated Life

\$30,000 Accidental Death and Dismemberment

Vision

VSP 2

Long Term Disability

50%

Maximum Benefit \$2,500 Maximum Monthly Salary \$5,000 120 calendar day straight wait

Alcohol/Drug – 2 years Mental/Nervous – 2 years

**MESSA OPTION 3** 

Choices

\$1,000/\$2,000 Deductible

20% Coinsurance

Mandatory Mail RX/3-Tier RX Riders

Delta Dental

80/80/80/60 or 50/50/50/50:

\$3,000 Yearly Maximum on Class I, II, III

\$3,000 Lifetime Maximum on IV

Negotiated Life

\$30,000 with Accidental Death and

Dismemberment

Vision

VSP Gold 3

Long Term Disability

50%

Maximum Benefit \$2,500

Maximum Monthly Salary \$5,000 120 calendar day straight wait

Alcohol/Drug – 2 years Mental/Nervous – 2 years

**MESSA OPTION 4** 

Choices ABC Plan 2

\$2,000/\$4,000 Deductible

Mandatory Mail RX/3-Tier RX Riders

Delta Dental 80/80/80/60 or 50/50/50/50

\$2,000 Yearly Maximum on Class I, II, III \$2,000 Lifetime Maximum on Class IV

Negotiated Life \$30,000 Accidental Death and Dismemberment

VisionVSP 2

Long Term Disability
 50%

Maximum Benefit \$2,500
Maximum Monthly Salary \$5,000
120 calendar day straight wait

Alcohol/Drug – 2 years Mental/Nervous – 2 years

**MESSA OPTION 5** 

Essentials \$375/\$750 Deductible

20% Coinsurance Essentials by MESSA RX

Delta Dental
 80/80/80/60 or 50/50/50/50:

\$3,000 Yearly Maximum on

Class I, II, III

\$3,000 Lifetime Maximum on IV

Negotiated Life \$30,000 with Accidental Death and

Dismemberment

• Vision VSP Gold 3

Long Term Disability
 50%

Maximum Benefit \$2,500

Maximum Monthly Salary \$5,000 120 calendar day straight wait

Alcohol/Drug – 2 years Mental/Nervous – 2 years

MESSA OPTION B - (for employees not electing health insurance coverage)

Delta Dental 80/80/80/60 or 50/50/50/50:

\$2,000 Yearly Maximum on Class I, II, III \$2,000 Lifetime Maximum on Class IV

Negotiated Life \$30,000 Accidental Death and Dismemberment

Vision
 VSP 3 Plus

Long Term Disability
 50%

Maximum Benefit \$2,500

Maximum Monthly Salary \$5,000 120 calendar day straight wait

Alcohol/Drug - 2 years

#### Additional Salary

#### See Chart Below

#### Section 4 - Tax-Sheltered Annuities

A. <u>TSA Option</u> - Employees may participate in district approved tax-deferred annuities or custodial accounts on the basis of voluntary.salary deduction:

The companies are not endorsed, guaranteed or recommended by the Board or Association. The decision to participate with any company is the employee's alone and neither the Board nor Association shall be liable for monies invested.

B. <u>"Cash In Lieu Of" Option</u> - Employees not opting or eligible for health and medical insurance may, upon application, be provided with additional cash compensation. See chart below.

(Based on numbers at Open Enrollment)

Levels	Number of	Cash-in-Lieu	Cash-in-Lieu 2	Cash-in-Lieu 1 Person
	employees taking cash- in-lieu	Full Family	Person	(not included in participation numbers to the left)
1	0-8	\$300 per mo.	\$300 per mo.	\$300 per mo.
2	9-14	\$500 per mo.	\$400 per mo.	\$300 per mo.
3	15-29	\$750 per mo.	\$500 per mo.	\$300 per mo.
4	30+	\$1000 per mo.	\$600 per mo.	\$300 per mo.

# ARTICLE XIV DISCOUNTS

- A. Staff will receive a 25% discount on all community education programs excluding aquatics programs. If a staff member is teaching a community education class there will be no charge for the staff member's child(ren) to participate.
- B. Staff and one guest will receive free entry to all home athletic events (excludes playoffs) and all fine arts events.
- C. Staff will receive one (1) 25% discount at Laker Landing per year.
- D. Staff will receive a \$50 discount on a high school yearbook and a 50% discount on a middle school and elementary school yearbook.
- E. Parking passes at the high school will cost \$5.00 for an employee's student.
- F. Staff will receive eight (8) tickets to West Bloomfield High School's graduation when an immediate family member or a member of their household is graduating.

#### ARTICLE XV LEAVES

#### Section 1 - Paid Leaves of Absence

#### A. Sick Leave

All employees absent from work as a result of personal illness or other reasons set forth in the Article shall be allowed sick leave as set forth in this Article. Sick leave shall accumulate at the rate of .60 days per biweekly pay period.

- 1. Sick leave will be granted for:
  - a. Personal illness or quarantine.
  - b. Serious illness in the immediate family (father, mother, father-in-law, mother- in-law, husband, wife, sister, brother, child, grandparents, other member living in the same household and other relative if approved by the immediate supervisor).
  - c. Other reasons approved by the Human Resources Administrator.
- 2. The Board, at its discretion, may request a doctor's certificate stating that the employee is able to return to work. A physician's verification of illness may be required for an illness of five (5) consecutive days or longer.
- Administrative assistants may donate up to three (3) of his/her own sick leave days to an administrative assistant who has exhausted all of his/her accumulated leave days (sick, personal, vacation). No administrative assistant shall receive more than fifteen (15) donated days per fiscal year. The recipient must serve a three (3) day waiting period without pay prior to using donated days. The order in which the days will be withdrawn from the donor's personal sick bank will be determined by the date/time donated. The days will be withdrawn from all donated personal sick days on a rotating basis. Donation of these days is strictly voluntary. The donated days are paid at the recipient's rate of pay.

If more sick days are needed after the exhaustion of personal leave and/or donated days, an application may be submitted to the Association Sick Bank. The Association Sick Bank and its utilization shall be governed by the WBAA Sick Bank procedures.

#### B. Funeral Leave

In the event of a death of the employee's spouse, child(ren), son-in-law and daughter-in-law, father, mother, sister, sister-in-law, brother, brother-in-law, father-in-law, mother-in-law, or person living in the same household, the employee shall be granted funeral leave of up to five (5) days. Such leave shall not be deducted from the sick leave accumulated. In the event of a death of any other relative approved by the immediate supervisor, the employee shall be granted funeral leave not to exceed three (3) days. Such leave shall not be deducted from the sick leave accumulation.

#### C. Personal Business Leave

Annually, five (5) of the sick leave days accumulated above may be used for personal business leave. Absence must be approved by the immediate supervisor. These days may be used for religious holidays (when the religious holiday falls on a regular work day) and when circumstances arise that cannot be handled after working hours. Except in unusual circumstances, approval must be secured in advance.

Additional personal business leave days may be used upon approval by the human resources administrator. These leave days may not be used to extend, or in lieu of, a vacation leave. Personal business leave may also be taken for funeral attendance for persons not covered under funeral leave.

#### D. Maternity Disability

An employee who wishes to apply for a maternity disability must submit such a request in writing to her supervisor at least thirty (30) days prior to commencement of the disability. The employee may use her accumulated sick days for her period of disability. She must report for work when her physician determines she is able to perform her duties if she does not request an unpaid leave as provided for in Section 2 of this Article.

Reinstatement shall be to the same position or one of equal classification the employee held before the maternity disability commenced. The employee must return to the established hours and days worked at the time the leave commenced unless otherwise mutually agreed by the Board and Association.

#### Section 2 - Leaves Without Pay

#### A. Personal Leave

- 1. An employee who wishes to apply for a leave must submit such a request in writing to his/her supervisor. The Association president shall be notified of the request for leave and all the conditions pertaining to the leave, including the return date of the employee, before the leave commences. The leave of absence shall not exceed one (1) year. The leave may be extended beyond one (1) year due to medical reasons and with the approval of the Human Resources Administrator. Neither experience nor salary credit shall be granted for the leave, but accumulated sick leave days at the time of leaving will be maintained.
- 2. A substitute shall be placed in the vacant position during the term of the leave of absence. The substitute shall not be made a part of the Association and will not be entitled to the benefits of this Agreement. The substitute shall work the established days and hours of the position unless mutually agreed by the Board and Association.
- 3. The employee on leave must provide written notice to the Board of his/her intent to return to work or terminate employment. Notification must take place at least thirty (30) days before the expiration of the leave of absence. Failure of the employee to provide written notice shall be regarded as the employee's intent to quit and resign from the District.
- 4. An employee returning from a granted leave of absence shall be returned to the same position, and at the established days and hours at the time the leave commenced, unless mutually agreed by the Board and Association.
- If the employee fails to return to work at the end of the leave of absence, and the Board decides to retain the position, the position will be posted. The posting will be for the established classification, days and hours unless mutually agreed by the Board and Association.
- An employee covered by this contract shall not lose seniority with an approved unpaid leave of twenty (20) consecutive work days or less. The employee requesting, and given an approval for, a leave exceeding twenty (20) consecutive working days shall cease to accrue seniority beginning on the twenty-first (21st) day of the leave and extending until the leave terminates and the employee returns to work.
- 7. An employee on unpaid leave in excess of twenty (20) consecutive working days may continue insurance coverage under Cobra.

#### Family and Medical Leave

After a full year (at least 1250 hours) of employment, an employee will be eligible to request an unpaid leave of up to twelve (12) weeks for the birth of a child, adoption of a child, foster care of a child, care of a child 18 years or younger, care for a spouse, child or parent if such relative has a serious health condition,

or for their own serious illness. To be eligible for the leave, the employee must have been actively employed for one (1) full year prior to the commencement of the leave. The Board may require that the employee exhaust all paid leave entitlement as part of the mandated twelve (12) week leave period.

Application for leave under this provision shall be made by completing the district-provided application form at least thirty (30) days prior to the commencement of the leave. If it is not possible to complete the application form in advance of the leave, the form must be completed and signed within ten (10) days of the start of the leave. The form shall state (1) the reason for the leave; (2) relationship to the individual; (3) expected beginning and ending dates; (4) physician's verification; (5) agreement to reimburse the costs of medical premiums should the employee sever employment, subject to the exceptions as outlined in the Family and Medical Leave Act Rules and Regulations.

The Board may request medical verification or other information verifying the need for the leave. The commencement and duration of the leave may be dependent on the special leave rules set forth for academic institutions in the Family and Medical Leave Act as determined by the employer. Seniority shall continue to accrue during the leave. Health benefits will be continued during the leave under the same conditions and at the same level as if the administrative assistant were at work. If the administrative assistant returns to work immediately following the twelve (12) weeks of leave, he/she shall return to the same position or a position equivalent to the position held prior to the leave. If the leave continues for longer than twelve (12) weeks, the employee will return under the conditions stated in Section A of this Article.

#### C. Worker's Compensation Leave

Any employee on leave by reason of disability compensable under the Michigan Worker's Compensation Act will be paid as follows:

- 1. If the employee is absent by reason of such disability for less than two (2) weeks, the Board will pay the employee's regular salary during the first week, not chargeable to the employee's accumulated sick leave, and during the second week will pay the difference between the amount paid or payable pursuant to the Michigan Worker's Compensation Act and the employee's regular salary, not chargeable to the employee's accumulated sick leave.
- 2. If the employee is absent by reason of such disability for two (2) weeks or more, the Board shall pay the difference between the amount paid or payable pursuant to the Michigan Worker's Compensation Act and the employee's regular salary, not chargeable to the employee's accumulated sick leave.
- 3. The combined payments received by an employee hereunder shall not exceed the employee's regular salary for the period of disability.

#### Military Leave

A military leave of absence shall be granted to any employee who shall be inducted or shall enlist (for the term of one enlistment only) for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she been employed by the Board during such period. The period of said leave shall not exceed the period of one (1) enlistment if the employee enlists or the period covered by the original induction orders if the employee is drafted.

#### ARTICLE XVI SEVERANCE PAY

For employees hired prior to August 31, 2014 and upon separation from the district, the following shall be paid for accumulated unused sick days:

\$55.00 a day to a Maximum 200 Days

provided the employee has been employed and completed five (5) years of service with the District. In the event of the death of an employee this payment will be made to the employee's estate. The employee will elect to have their unused sick days deposited by the District into one of the District's approved tax deferred annuities and custodial accounts (403b Plans) (Article XIII, Section 4A) or the HSA option if available. The employee shall select the plan.

# ARTICLE XVII VACATIONS

#### A. Vacation Increment

Employees (10 month and 11 month) – all scheduled school breaks are paid.

Employees (12 month) - shall earn twenty-one (21) vacation days plus four (4) vacation days to be used during the winter break.

- B. Vacation pay will be based on the employee's normal hourly rate and regular work day.
- C. An employee who is laid off, retires, resigns, or is discharged will receive any unused vacation credit previously earned.
- D. Twelve month employees may carry over a maximum of five (5) vacation days. Unused vacation days will have no monetary value.
- E. For the purpose of this Article, computations will be based on length of service with the district.

### ARTICLE XVIII HOLIDAYS

Paid holidays will be granted to employees as follows providing the employee works his/her scheduled hours on the working day previous to and the working day following the holiday:

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King Day
Good Friday
Memorial Day

#### Juneteenth National Independence Day

#### A. Paid Holidays

When one of the holidays falls during a week when an employee is on paid vacation, he/she shall be paid for the holiday and the holiday shall not be counted as a vacation day.

#### B. Holiday Pay

Holiday pay will be based on employee's hourly rate and regular work day (not exceeding eight [8] hours) immediately prior to the holiday. If a holiday falls on a day which is not a regular work day, the employee shall not be paid for the holiday. When summer work hours are adopted, the Independence Day holiday will be paid at eight (8) hours.

#### C. Additional Holidays

If an additional holiday is afforded to the teachers and other negotiating groups within the district, the Board shall apply that holiday to this Association.

#### D. Working on Holidays

Any employee who works on a holiday (as listed above) or on a Sunday attached to a holiday, with approval by the Human Resources Administrator, shall be paid triple time for all hours worked.

# ARTICLE XIX RIGHTS OF THE BOARD

#### Section 1 - Rights of the Board

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the constitution and laws of the State of Michigan, including, but without limiting the generality of the foregoing, the rights:
  - To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
  - To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or for dismissal or demotion, and to promote and transfer all such employees.
  - To determine the hours of employment and the duties, responsibilities, and assignment of employees with respect thereto, and the terms and conditions of employment.
  - Determine the services, supplies and equipment necessary to continue its operations and to determine all methods, schedules and standards of operation and the institution of new and/or improved methods, but not in conflict with the provisions of this Agreement.
  - Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  - Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

- Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- 8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

The above are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement.

#### Section 2 - Exercise of Power

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the constitution and laws of the State of Michigan.

### ARTICLE XX NO STRIKE

The Association will not authorize, sanction, condone, participate in or acquiesce in, nor will any member of the bargaining unit take part in, any strike as defined in Michigan Public Act 336 of 1947, as amended by Michigan Public Act 379 of 1965, (to-wit: "The concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment").

# ARTICLE XXI NO LOCKOUT

No lockout of employees shall be instituted by the Board during the term of this Agreement.

### ARTICLE XXII WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited rights and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

# ARTICLE XXIII SUPPLEMENTAL AGREEMENTS

### Section 1 - Supplemental Approval

All supplemental agreements shall be subject to the approval of the Board and the Association. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Association.

#### Section 2 - Modifications

This Agreement will not be modified in whole or in part except after negotiations and by written document executed by the Board and Association. Any changes in the working conditions spelled out or practiced in this Agreement shall be construed as a modification and shall be negotiated with the Association.

### ARTICLE XXIV CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of the Agreement shall continue in effect.

#### ARTICLE XXV WAGES

- A. Wages for the duration of this Agreement will be as set forth in Schedule A attached hereto.
- B. Job classifications will be as set forth in Schedule B attached hereto.
- C. Schedule A and Schedule B shall be incorporated into, and made a part of, this Agreement.

# ARTICLE XXVI JURY DUTY

A. Employees who are summoned for jury duty examination and investigation must notify the Supervisor and the Human Resources office within twenty-four (24) hours of receipt of such notice. If such employee then reports for jury duty, he/she shall be paid the amount of wage such employee would have otherwise earned by working that day (see calendar) and the daily jury fee paid by the Court (not including travel allowance or reimbursement of expenses) shall be signed over to the district. Such time spent on jury duty shall not be charged against his/her leave days.

### ARTICLE XXVII DURATION

This Agreement shall be effective as of July 1, 2023 and shall continue in full force and effect until 11:59 p.m., June 30, 2025. At any time subsequent to April 1, 2024 either party may give written notice to the other that negotiations for the reopener for the following year, and meetings between the parties for that purpose shall begin no later than twenty (20) days after delivery of such written notification; provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit an unfair labor practice or otherwise violate the law by an improper recognition of, or support or assistance to, the Association.

Either party may request that negotiations for the full collective bargaining agreement officially commence no later than April 1, 2025.

#### WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION:

Eric Whitney Deputy Superintendent Talent Development and Management	7/17/23 Date
Dania H. Bazzi, Ph.D. Superintendent	7/17/23 Date
Stack Brickman Board of Education President	7/17/2023 Date
WEST BLOOMFIELD W.B.A.A.MEA/NEA:	
Collette Goestenknors President, W.B.A.A./MEA-NEA	7/20/2023 Date
	7/17/2023

		SC	HEDULE A	<u> </u>		
<b>_</b>		JULY 1, 202	23 – JUNE 30, 2	2024	T T	1
STEP	36	37	38	39	40	41
1	16.94	17.56	18.71	19.21	22.79	27.30
2	17.78	18.43	19.65	20.18	24.11	29.21
3	18.68	19.36	20.62	21.17	25.13	31.25
4	19.60	20.32	21.65	22.24	26.38	33.45
5	20.58	21.35	22.73	23.35	27.71	35.79
6	22.35	23.18	24.67	25.71	28.88	38.28
Longevity:						
10	24.17	25.05	26.70	29.32	33.39	39.82
15	26.24	27.22	28.98	30.19	34.28	41.41

### Effective for the 2023-2024 school year:

- > Step advancement on schedule
- > 4% salary increase on schedule
- An administrative assistant who has more years of service in the District than their corresponding Step will receive a \$300 off schedule payment. This payment will be included in their salary.

#### SCHEDULE A - WAGE SCHEDULE

(Continued)

#### A. New Hires

The wage schedule (Schedule A) is based upon experience and/or specialized education. Upon review and approval of the Human Resources Administrator, a new employee or current employee transferred into the bargaining unit may be placed up to, and including, step four (4). If it is necessary to place the new employee above step four (4), it will only be done after negotiating such placement with the Association.

If an employee is hired prior to January 1, he/she will advance in step as of July 1. If an employee is hired January 1 or after, he/she shall not advance in step until July 1 of the following year.

#### Longevity

The longevity rate is achieved at the beginning of the tenth (10th) and fifteenth (15th) year of service as determined by initial salary schedule placement.

Each member having completed twenty (20) years of actual service with the West Bloomfield School District shall receive one thousand dollars (\$1,000.00) to be paid each June.

### C. Contract Reopening

If, during the life of this Agreement, financial circumstances in the district result in renegotiating other bargaining agreements, this contract will also be re-opened for renegotiation of wages and benefits.

#### D. <u>Direct Deposit</u>

Wages will be paid bi-weekly via direct deposit in accordance with the payroll schedule and the direct deposit guidelines.

#### E. Peer Training

An administrative assistant who provides peer training outside of regular work hours will be compensated at the rate of \$30.00 per hour. All hours of peer training must be pre-approved by the Human Resources Office or Business Office.

### SCHEDULE B JOB CLASSIFICATIONS

CLASSIFICATION 36	Administrative Assistant to the High School Assistant Principal
<del>-</del>	Administrative Assistant to the High School Assistant Principal

/Receptionist

Administrative Assistant to the Lakers Online Assistant Principal Administrative Assistant to the Middle School Assistant Principal

Adult Education Administrative Assistant

Curriculum Department Administrative Assistant Early Childhood Department Administrative Assistant

Elementary Building Administrative Assistant
High School Attendance Administrative Assistant
High School Counseling Office Administrative Assistant
High School Data Processing Administrative Assistant

Student Support Services Department Administrative Assistant

CLASSIFICATION 37 Administrative Assistant to the Elementary Principal

Administrative Assistant to the Head of School (OEC)
Administrative Assistant to the High School Principal
Administrative Assistant to the Lakers Online Principal
Administrative Assistant to the Middle School Principal
Early Childhood Accounting Administrative Assistant
High School Accounting Administrative Assistant

CLASSIFICATION 38 Administrative Assistant to the Athletic Director

Administrative Assistant to the Maintenance Director

Administrative Assistant to the Student Support Services Director

Business Office Administrative Assistant Enrollment Center Administrative Assistant Human Resources Administrative Assistant

CLASSIFICATION 39 Accounts Payable Assistant

Payroll Assistant Purchasing Assistant

CLASSIFICATION 40 Administrative Assistant to the Assistant/Deputy Superintendent

Employee Benefits Specialist Pupil Accounting Specialist

CLASSIFICATION 41 Payroll Specialist

### West Bloomfield School District

### <u>Performance Evaluation - Administrative Assistant</u> <u>Year End Appraisal</u>

#### Ratings:

Employee Name:

Unsatisfactory - Staff member has not demonstrated adequate growth toward achieving WBSD standards during the period of performance.

Needs Improvement - Staff member has demonstrated growth but the level of achievement has not yet achieved WBSD standards during the period of performance.

Satisfactory - Staff member has demonstrated essential competence on identified WBSD standards during the period of performance.

Outstanding - Staff member has consistently and significantly exceeded ·competence on standards of WBSD performance during the period-of performance.

Building:		Job Title:		
School Year:		Date of Evaluation:		
1: Knowledge, ability	y, and skills to perform	job		,
Domain 1:	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding
1a: Has command of all assigned work duties and responsibilities	Lacks the knowledge and skills to perform most assigned work duties and responsibilities	Has the knowledge and skills to perform some, but not all, assigned work duties and responsibilities.	Has the knowledge and skills to effectively perform all assigned work duties and responsibilities.	Has the knowledge and skills to effectively perform all assigned duties and responsibilities, and is a resource to others.
1b: Has the technical grasp of the job when using universal software systems	Lacks the technical grasp of the job where applicable (such as Word, Excel, Powerpoint and Google).	Has the technical grasp of some, but not all, job aspects where applicable (such as Word, Excel, Powerpoint and Google).	Has the technical grasp of the job aspects where applicable (such as Word, Excel, Powerpoint and Google).	Has the technical grasp of the job aspects where applicable (such as Word, Excel, Powerpoint and Google), and is a resource to others.
1c: Has the technical grasp of the job when using specialized software systems	Lacks the lechnical grasp of the job where applicable (such as student information systems and data management systems).	Has the technical grasp of some, but not all, job aspects where applicable (such as student information systems and data management systems).	Has the technical grasp of the job aspects where applicable (such as student information systems and data management systems).	Has the technical grasp of the job aspects where applicable (such as student information systems and data management systems), and is a resource to others.
	MENTS LEADING TO RATINGS:			

	b assignment and initia	Needs Improvement	Satisfactory	Outstanding
Domain 2:  2a: Is a self-starter who does the job without being asked.	Rarely demonstrates the ability to perform job duties without consistent direction.	Requires direction to complete assigned job duties.	Consistently performs job duties with minimal to no direction.	Models and exhibits initiative to complete duties assigned in a timely, efficient and positive manner. As well as pitching in with enthusiasm in duties not necessarily defined.
	Has a negative attitude toward assigned duties and district initiatives.	Requires support to perform assigned duties and district initiatives in a positive manner.	Performs assigned duties and district initiatives in a positive manner.	Consistently shows a high level of enthusiasm and models productive, positive behavior towards assigned duties and district initiatives.
2b: Shows Enthusiasm  2c: Contributes suggestions for improvement.	Never contributes ideas that improve procedures and processes.	Rarely contributes ideas that improve procedures and processes.	Contributes ideas that improve procedures and processes.	Initiates ideas that improve procedures and processes.
2d: Sets goals and works towards them willingly.	Rarely sets and works toward meaningful goals.	Requires support to set and work toward goals.	Sets goals and strives to meet them.	Independently sets meaningful goals, and consistently meets or exceeds those goals.
2e: Cooperates with coworkers.	Often fails to cooperate with co-workers.	Requires support to effectively cooperate with co-workers.	Cooperates with coworkers.	Cooperates with co-workers in such a way that creates a more positive work environment.
2f: Accepts direction from his/her supervisor including constructive criticism where applicable.	Often fails to accept direction from his/her supervisor, including constructive criticism where applicable.	Inconsistently accepts direction from his/her supervisor, including constructive criticism where applicable.	Accepts direction from his/her supervisor, including constructive criticism where applicable.	Seeks feedback from his/her supervisor, including constructive criticism where applicable.
	MENTS LEADING TO RATINGS:			10
3: Dependability	I I - a stiefactory	Needs Improvement	Satisfactory	Outstanding
Domain 3:  3a: Performs the work assigned with a minimum of	Unsatisfactory  Rarely demonstrates the ability to effectively and accurately complete work	Requires support to effectively and accurately complete work	Effectively and accurately completes work assignments with minimum supervision.	Effectively and accurately completes work assignments with minimum supervision, and supports the work of
supervision.	assignments without	assignments.	Supervision.	others.
3b: Is punctual, reliable and has good attendance habits.		assignments.  Requires support concerning attendance, work schedule, and being on time.	Consistently and effectively demonstrates responsible behaviors toward attendance, work schedule, and being on time.	others.  Models and encourages others to demonstrates responsible behaviors toward attendance, work schedule, and being on time.

4: People Relationsh	nips			
Domain 4:	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding
4a: Actively fosters a cooperative and pleasant working environment.	Rarely acts in a positive manner with team members and does not provide relevant information to those when needed.	Requires support to act in a positive manner with team members and provides relevant information to those when needed.	Consistently acts in a positive manner with team members and provides relevant information to those when needed.	Initiates positive interactions and provides relevant information to all team members.
4b: Demonstrates interest in the welfare of children/ families.	Rarely treats children/families in a respectful, responsible, and fair manner.	Requires support to treat children/families in a respectful, responsible, and fair manner.	Consistently treats children/families in a respectful, responsible, and fair manner.	Advocates and encourages respectful, responsible, and fair treatment of children/families.
4c: Maintains effective relationships with school/ district officials and parents.	Interacts with staff and/or public in a negative manner.	Demonstrates difficulty interacting with staff and/or public in a positive manner.		Demonstrates excellent communication and relationship skills in communicating positively with staff and/or public at all times.
SUMMARY	MENTS LEADING TO RATINGS:			
Evaluators Narrative R	Remarks:			
O well Desfermen as	Pating			
Overall Performance	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding
Rating:	U orisatisfactory	1.3300		

Signature:

Name of Supervisor:

# LETTER OF UNDERSTANDING between the WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION and the WEST BLOOMFIELD ADMINISTRATIVE ASSISTANTS, MEA/NEA

Two Year Agreement
July 1, 2023 – June 30, 2025

This is a two-year agreement with a wage and benefits reopener for the 2024-2025 school year.

#### LETTER OF UNDERSTANDING

#### between the

# WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION and the

### WEST BLOOMFIELD ADMINISTRATIVE ASSISTANTS, MEA/NEA

### **PAY TO PLAY SPORTS ROSTER**

The District and the Association agree that West Bloomfield Administrative Assistants MEA/NEA member's child(ren) will not be required to "pay-to-play" for sports in the district unless it is a self-funded sport.

WBAES staff will not be required to "pay-to-play" for the following sports:

Fall Sports:

**Boys Cross Country** 

**Boys Soccer** 

**Boys Tennis** 

Football

**Girls Cross Country** 

Girls Golf

Girls Swim & Dive

**Pom Pons** 

Sideline Cheer

Volleyball

Winter Sports:

**Boys Basketball** 

Boys Swim & Dive

Competitive Cheer

Girls Basketball

Skiing

Wrestling

**Spring Sports:** 

Baseball

**Boys Golf** 

Girls Soccer

Girls Tennis

Softball

Boys Track and Field

Girls Track and Field

WBAA staff will be required to "pay-to-play" for the following sports because they are self-funded:

Equestrian

Field Hockey

Figure Skating

Gymnastics

Ice Hockey

**Boys Lacrosse** 

Girls Lacrosse

Sailing

Snowboarding