WARREN WOODS PUBLIC SCHOOLS

AGREEMENT BETWEEN

WARREN WOODS BOARD OF EDUCATION
AND
WARREN WOODS APA/CLERKS ASSOCIATION

JULY 1, 2026, THROUGH JUNE 30, 2029

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TABLE OF CONTENTS

6.1 RECOGNITION 1

6.1.1 PREFACE 1
6.1.2 RECOGNITION CLAUSE 1
6.1.3 NO STRIKE PROVISION 1
6.1.4 Board Rights 1
6.1.5 Master Agreement Total Commitment 2
6.1.6 Dues Deduction 3

6.2 ADMINISTRATIVE PROFESSIONAL ASSISTANT (APA)/CLERKS RIGHTS 5

6.2.1 TO USE FACILITIES 5
6.2.2 TO INFORMATION 5
6.2.3 PRIVATE LIFE 5
6.2.4 NON-DISCRIMINATION 5
6.2.5 PROBATION AND SENIORITY 5
6.2.6 SAFETY 7
6.2.7 COPIES OF COLLECTIVE BARGAINING AGREEMENT (CBA) 7

6.3 COMPENSATION 8

6.3.1 SALARY SCHEDULE FOR THE PERIOD OF JULY 1, 2026 - JUNE 30, 2029 8
6.3.2 SUBSTITUTE PAY 9
6.3.3 HOLIDAYS 10
6.3.4 LONGEVITY 10
6.3.5 VACATIONS 11
6.3.6 EXPERIENCE 12
6.3.7 INCREMENT DATES 12
6.3.8 SCHOOL EMERGENCY DAY 13
6.3.9 PAY OPTION 13
6.3.10 PERSONAL PROPERTY DAMAGE 13

6.4 HOURS OF WORK 14

6.4.1 APA HOURS PER WEEK (SEE ARTICLE 6.6.11 FOR CLERK HOURS) 14
6.4.2 LUNCH PERIOD 14
6.4.3 RELIEF TIME 14
6.4.4 PRESENCE IN BUILDING 14

6.5 WORK LOADS AND ASSIGNMENTS 15

6.5.1 DIVISION OF LABOR 15
6.5.2 JOB DESCRIPTION 15
6.5.3 POLICY DISTRIBUTION 15
6.5.4 TELEPHONE LOCATION 15
6.5.5 PARKING FACILITIES 15
6.5.6 PUPIL DISCIPLINE 15
6.5.7 PUPIL TRANSPORTATION 16
6.5.8 TRAVEL PAY 16

6.6 EVALUATION, LEVEL REVISION, VACANCY, TRANSFER AND PROMOTION 16

6.6.1 EVALUATION REPORT 16
6.6.2 NEW AND REVISED JOB DESCRIPTIONS AND PAY LEVELS 17
6.6.3 VACANCY POSTING 17

6.6.4 APPLICATION FOR VACANCY 17
6.6.5 PROMOTION 18
6.6.6 REDUCTION OF WORK FORCE 18
6.6.7 PROMOTION OUT OF UNIT 19
6.6.8 RECALL 19
6.6.9 PROMOTION WITHIN THE UNIT: SALARY AND TRIAL PERIOD 20
6.6.10 TEMPORARY ASSIGNMENT 20
6.6.11 CLASSIFICATION 20
6.6.12 APPLICATION FOR SUMMER SUBSTITUTE EMPLOYMENT 22

6.7 DISCIPLINE, DEMOTION AND DISCHARGE 22

6.7.1 DISCIPLINE 22
6.7.2 DISCHARGE/SUSPENSION 22

6.8 RESIGNATION 23

6.8.1 RESIGNATION 23
6.8.2 VACATION TIME ACCRUAL 23
6.8.3 RETIREMENT BENEFITS 23

6.9 LEAVES 23

6.9.1 LEAVE ALLOWANCE 23
6.9.2 FUNERAL LEAVE 25
6.9.3 MINOR INJURY 25
6.9.4 LEAVE OF ABSENCE 25
6.9.5 WORKER'S COMPENSATION 27
6.9.6 JURY DUTY 28

6.10 INSURANCES 28

6.10.1 LIFE INSURANCE 28
6.10.2 MEDICAL INSURANCE 299
6.10.3 Long -Term Disability Insurance 29
6.10.4 DENTAL INSURANCE 29
6.10.5 OPTICAL INSURANCE 30

6.11 CONTINUING EDUCATION 30

6.11.1 CONFERENCES 30
6.11.2 IN-SERVICE 30

6.12 PERSONNEL FILE 31

6.12.1 PERSONNEL FILE 31

6.13 GRIEVANCE 31

6.14 STEWARDS 34

6.14.1 STEWARDS 34
6.14.2 FUNCTION WITH GRIEVANCES 34
6.14.3 FUNCTION WITH SPECIAL UNION CONFERENCE 34

6.15 CONTRACT CONTINUATION 35

6.15.1 MAINTENANCE OF BENEFITS 35
6.15.2 SAVINGS CLAUSE 35

6.1 RECOGNITION

6.1.1 Preface

This agreement is entered into this 1st day of July 2026 by and between the BOARD OF EDUCATION of the Warren Woods Public Schools, hereinafter called the "BOARD" and Warren Woods APA/Clerks Association, hereinafter called the "UNION".

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the recognized organization as the representative of its APA/clerical personnel with respect to hours, wages, and terms and conditions of employment. In consideration of the following mutual covenants, it is hereby agreed as follows:

6.1.2 Recognition Clause

The BOARD OF EDUCATION of Warren Woods Public Schools hereby recognizes the Warren Woods APA/Clerks Association as the exclusive bargaining representative as defined in Act 379, Public Acts of 1965, for all personnel engaged in APA and clerical work designated in salary schedule 6.3.1.

The bargaining unit excludes the administrative assistant to the Superintendent, the administrative assistant to the Director of Human Resources, the payroll supervisor, the human resources supervisor, accounts payable, student externs, and substitutes.

All personnel represented by the UNION in the above-defined unit shall, unless otherwise indicated, hereinafter be referred to as "Administrative Professional Assistant (APA)", and reference to female shall include male personnel.

6.1.3 No Strike Provision

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

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

6.1.4 Board Rights

Section 1

The BOARD on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and

responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the school system and its properties and facilities;

B. To hire all employees and subject to the provisions of law and this Agreement to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

C. To assign and direct the work of its personnel, determine the hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement;

D. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the BOARD;

E. To decide upon the means and methods of performing the work covered by this Agreement.

Section 2

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the BOARD, the adoption of policies, reasonable rules, 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.

6.1.5 Master Agreement Total Commitment

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, and added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

The parties acknowledge that during negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals as to any subject matter no removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Union, for the life of this Agreement, each voluntarily and unqualifiedly, wave the right, and each agree that the other shall not be obligated to bargain collectively as to any subject or matter not specifically referred to or covered in this Agreement.

6.1.6 Dues Deduction

Any employee may sign a payroll authorization form for the deduction of dues from their regular salary for the local union dues deduction. Such deductions shall be made by the Payroll Department and remitted promptly to the UNION. The UNION agrees to make all reimbursements to employees for any amount of dues or fees deducted by the BOARD and paid to the UNION by error in excess of the proper deduction and agrees to hold the BOARD harmless from any claims of excessive deductions.

The deductions shall commence on the second pay of the month after the employee signs and submits a properly executed Warren Woods Public Schools Payroll Authorization Form. Each deduction shall be taken in the amount designated by the employee. The deduction shall continue from the second pay of every month thereafter.

Deductions for any calendar month shall be remitted to the designated officer of the Warren Woods APA/Clerks Association along with a list of names from whom dues have been deducted. This list shall be submitted no later than two (2) weeks after the first of the month or one (1) week after the first pay.

The BOARD shall not be liable for any errors or losses in the administration of this article. The BOARD shall not be liable for th remittance of payment of any sum other than those constituting actual deductions made from wages earned by the employees. Further, the Warren Woods APA/Clerks Association shall protect, indemnify and hold the BOARD harmless against any and all claims, demands, costs, suits, and any other forms of liability that may arise out of or by the reason of, action taken or not taken by the BOARD for the purpose of complying with this article. Any payroll authorization form which is incomplete or in error will be returned to the UNION president by the employer.

WARREN WOODS PUBLIC SCHOOLS

PAYROLL DEDUCTION AUTHORIZATION FORM
Warren Woods APA/Clerks Association Dues

Employee Name: _____

Employee ID (if known): _____

School/Building Assignment: _____

Job Title: _____

I hereby authorize the Warren Woods Public Schools Payroll Department to deduct union dues from my regular salary for the benefit of the Warren Woods APA/Clerks Association, in accordance with the provisions of the collective bargaining agreement.

I understand the following:
1. Deductions will begin on the second pay of the month following the submission of this properly completed form.
2. Deductions will continue from the second pay of every month thereafter until I submit written revocation of this authorization.
3. The UNION is responsible for any necessary reimbursements for dues deducted in error and agrees to hold the BOARD harmless from claims related to excessive or improper deductions.
4. This authorization form will be returned to the UNION president if incomplete or in error.
5. Dues will not be deducted from paychecks issued in July and August.

Signature of Employee: _____

Date: _____

Please return this completed form to the Payroll Department or the Union President.

Monthly Deduction Amount: _____

6.2 ADMINISTRATIVE PROFESSIONAL ASSISTANT (APA)/CLERKS RIGHTS

6.2.1 To Use Facilities

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

6.2.2 To Information

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

6.2.3 Private Life

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

6.2.4 Non-Discrimination

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

6.2.5 Probation and Seniority

1. Seniority Definitions

    a. Bargaining unit seniority shall begin as of the first working date in a classification in the bargaining unit either as an APA or a Clerk.

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

2. Probation: New hires into the bargaining unit shall be considered as probationary employees for the first sixty (60) work days. An employee while on probation shall not be eligible for benefits. For the purposes of this provision, benefits shall include all insurance coverages, paid holidays and absence days. Probationary employees will accrue vacation time and leave allowance time during the probationary period. This time is retroactive at the end of a successful probationary period.

   Upon successful completion of probation, they shall be entered on the bargaining unit seniority list and given a classification seniority date. If two (2) or more employees are hired on the same day, their bargaining unit and classification seniority will be established by lot.

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

3. Seniority Lists:

   An up-to-date seniority list shall be prepared by the Employer and given to the Chief Steward June 1 each year or the first business day thereafter or when the seniority list reflects a change.

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

   District seniority in positions or classifications outside this bargaining unit will not be recognized as seniority in this unit. Seniority in this bargaining unit will be recognized as time in positions within this unit only, i.e., time as an Administrative Professional Assistant (APA) or Clerk.

4. Loss of Seniority:

   Seniority shall be lost and the employer/employee relationship will no longer exist for the following reasons:

   a. If the employee quits.

   b. The employee retires.

   c. If the employee is discharged and the discharge is not reversed through the grievance process of this agreement.

   d. If the employee is absent for three (3) consecutive working days without notifying the employer and fails to give explanations for the absence and lack of notice which are satisfactory to the employer.

e. If the employee fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein.

f. If the employee overstays a leave granted for any reason, as hereinafter provided.

g. If the employee gives a false reason for a leave of absence or engages in other employment during such leave.

h. If the employee is on layoff for a period exceeding one (1) year.

6.2.6 Safety

The Board recognizes the importance of safe working conditions. If it becomes necessary to convene a District Safety Committee, the Bargaining Unit will be offered the opportunity to have a representative on the committee.

6.2.7 Copies of Collective Bargaining Agreement (CBA)

A copy of the Collective Bargaining Agreement may be viewed, downloaded, and printed from the District's website. Those who would like a printed copy of this agreement may print it from the website.

6.3 COMPENSATION

6.3.1 Salary Schedule for the period of July 1, 2026 - June 30, 2027

	Classification 1 – APA			Classification 2 – Clerk
	Level 1	Level 2	Level 3	
Step 1	20.06	19.68	19.42	15.44
Step 2	20.68	20.26	19.93	15.74
Step 3	21.31	20.84	20.44	16.03
Step 4	21.94	21.42	20.94	16.33
Step 5	22.57	22.00	21.45	16.62
Step 6	23.19	22.59	21.96	16.93
Step 7	23.82	23.18	22.46	17.23
Step 8	24.45	23.77	22.95	
Step 9	25.08	24.36	23.45	
Step 10	25.97	25.18	24.08	

Salary Schedule for the period of July 1, 2027- June 30, 2028

	Classification 1 – APA			Classification 2 – Clerk
	Level 1	Level 2	Level 3	
Step 1	21.16	20.78	20.52	16.19
Step 2	21.78	21.36	21.03	16.49
Step 3	22.41	21.94	21.54	16.78
Step 4	23.04	22.52	22.04	17.08
Step 5	23.67	23.10	22.55	17.37
Step 6	24.29	23.69	23.06	17.68
Step 7	24.92	24.28	23.56	17.98
Step 8	25.55	24.87	24.05	
Step 9	26.18	25.46	24.55	
Step 10	27.07	26.28	25.18	

Salary Schedule for the period of July 1, 2028- June 30, 2029

	Classification 1 – APA			Classification 2 – Clerk
	Level 1	**Level 2**	**Level 3**	
Step 1	21.91	21.53	21.27	16.69
Step 2	22.53	22.11	21.78	16.99
Step 3	23.16	22.69	22.29	17.28
Step 4	23.79	23.27	22.79	17.58
Step 5	24.42	23.85	23.30	17.87
Step 6	25.04	24.44	23.81	18.18
Step 7	25.67	25.03	24.31	18.48
Step 8	26.30	25.62	24.80	
Step 9	26.93	26.21	25.30	
Step 10	27.82	27.03	25.93	

All members will receive a $1,000 signing bonus if the agreement is ratified by both parties by June 23, 2026.

Step movement in each year will occur on July 1. A member needs to have been employed prior to the start of the 2nd semester in the previous year to be granted step advancement for following year.

All members employed by the District during the 2026/2027 school year that remain continuously employed by the District through December 2027 will receive a $500 retention bonus in December 2027.

All members employed by the District during the 2027/2028 school year that remain continuously employed by the District through December 2028 will receive a $500 retention bonus in December 2028.

Upon expiration of the Agreement, the bargaining unit shall not receive step, or longevity advancement, unless expressly ratified by both parties.

6.3.2 Substitute Pay

During the school year, if a bargaining unit member serves as a Substitute in another bargaining unit position**,** s/he will be paid at his/her current hourly rate. A bargaining unit member on lay-off who is called to substitute in a bargaining unit position during the school year will be paid at the substitute rate.

6.3.3 Holidays

The following days shall be paid holidays for APA's: Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, two (2) days to coincide with the District's spring break (determined annually), Memorial Day and Independence Day. The following days shall be paid holidays for clerks: New Years Day, one (1) day to concide with the District's spring break (determined annually), Memorial Day, Labor Day, Thanksgiving Day and Christmas Day. When one of these days occur on Saturday, the Friday preceding shall be given unless school is in session in which instance one day will be given of compensatory time to be taken another day mutually acceptable to the individual and the immediate supervisor. When one of these days occurs on a Sunday, the Monday following will be given. When Independence Day falls on either a Tuesday or a Thursday, the respective Monday or Friday will be given with pay provided the district is not open on that day. Observance of Martin Luther King Day will be recognized as a paid holiday at such time as the Superintendent determines the entire district is closed and no staff or students report for any reason.

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

Less than 12- month APA/Clerk will be paid for a holiday if s/he does not work the above days because of having properly called in sick, or is using a vacation day having given proper notification and received prior approval from their administrator. The administration reserves the right to request documentation for the use of a sick day when misuse or abuse is suspected.

6.3.4 Longevity

1. Longevity will be paid for all APAs according to the following schedule:

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

   After one hundred twenty (120) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): fifty (.50) cents.

   After one hundred fifty-six (156) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): seventy-five (.75) cents.

After two-hundred forty (240) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): one (1.00) dollar.

After three hundred (300) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): one dollar and twenty-five (1.25) cents.

The above longevity pay will be computed and added to the base wage, and will be paid at the regular pay intervals beginning with the first pay period which falls at least two (2) weeks after the end of the 96th, 120th , 156nd, 240th, or 300th month of service, whichever applies.

6.3.5 Vacations

1. Amount for all APAs hired prior to July 1, 2014:

YEARS	12 Month DAYS	11 Month DAYS	10 Month DAYS
1-5	10	4.5	3.5
6-8	15	6 max	4.5 max
9	16		
10	17		
11	18		
12	19		
13 or more	20 max.		

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

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

APA's hired on or after July 1, 2014 will not have vacation days unless in a 12-month position. Twelve month (12-month) APA's hired on or after July 1, 2014 will earn vacation as follows:

YEARS	12 Month DAYS
1 – 5	10 days/year
6 – 10	15 days/year
10 +	20 days/year

2. Timing

   a. Vacations will be granted at such times during the year as are suitable, considering both the wishes of APAs and efficient operation of the department concerned.

   b. Vacation time may be taken in segments of less than five (5) consecutive days. A less than twelve (12) month APA may take up to ten (10) days. The timing shall be approved by each APA's immediate supervisor to provide scheduling, which does not drastically interfere with the department's operation.

   c. An entire year's accumulation of vacation may be used in one period of consecutive days.

3. Vacation Pay (12 Month APAs)

   If an APA who has worked at least one (1) school year for the district, is laid off, retires, or quits, s/he will receive payment for the vacation time accrued since the employees last vacation period (or date of hire) at employees current base rate of pay.

4. Vacation Pay (Less Than 12 Month APAs)

   All APAs will be given the option to take vacation time or to be paid for any remaining vacation time during the school year with the balance due paid out at the end of the year.

5. Accumulated Vacation Payoff

   Any twelve (12) month APA who has accumulated more than 40 vacation days as of June 30th of any year may, the following year, request to receive a payment for up to 10 vacation days. Requests must be made in writing to the Human Resources office no later than January 31 of each year.

6.3.6 Experience

Credit may be given, at the discretion of the Board for experience, which was comparable to the requirements of the position sought.

6.3.7 Increment Dates

All increments will be added at the completion of each year of service. Service year is defined as anniversary date of hire.

6.3.8 School Emergency Day

Twelve (12) Month APA's:
When a school emergency day is called, twelve (12) month APA's are expected to report to work and will be paid for a full day if they report to work within two (2) hours of their regular report time. If the twelve (12) month APA is not able to report to work on a school emergency day, s/he may use a personal leave day or vacation day to be paid for the day.

Less than Twelve (12) Month APA's and Clerks:
Less than twelve (12) month APA's and clerks shall not be required to work on school emergency days. In the event the district does not close, but an individual building is closed, APA's and clerks in that building will be paid their normal wages for the day and it shall not count against school emergency days, or banked leave days. Less than twelve (12) month APA's and clerks shall be paid for the first two (2) school emergency days of the school year.

Additional school emergency days for less than twelve (12) month APA's and clerks will be unpaid unless the APA or clerk chooses to use a personal leave day or vacation day (if applicable) to be paid for an unpaid school emergency day. An exception to this would be if a less than twelve (12) month APA or clerk worked on a school emergency day with the approval of their building administrator in accordance with Article 6.4.4. If they report within two (2) hours of their regular report time they will be paid for a full day.

6.3.9 Pay Option

APAs shall have the option of receiving their pay in twenty-six (26) equal installments or twenty-seven (27) equal installments (in 27 pay years) in the course of each year. Each person desiring to exercise the option must annually notify payroll, in writing, as the APA begins employment for a school year (July 1 to June 30). The estimated total wage for that year will be divided by twenty-six (26) or twenty-seven (27) and beginning at the next pay date after starting work, the person will receive twenty-six (26) or twenty-seven (27) pay checks at two (2) week intervals. Once this option is exercised no change will be allowed.

6.3.10 Personal Property Damage

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

An employee must file a claim for damaged or destroyed personal property in writing no later than the end of the work day such damage or destruction occurred.

6.4 HOURS OF WORK

6.4.1 APA Hours per Week (see Article 6.6.11 for Clerk hours)

The hours of a normal workday shall be established by the Superintendent and shall not exceed eight (8) hours per day for any classification. The work week shall not be less than thirty (30) hours per week for any classification; provided, however, that in any building where there is only one APA assigned, the minimum hours per week will be thirty-five (35).

Time worked exceeding forty (40) hours per week, upon advanced approval of the supervisor or his designee, shall be paid at the rate of one and one-half (1-1/2) times the APA's regular rate of pay, for all hours so worked. Time worked on a Saturday upon the advanced approval of the supervisor or his designee shall be paid at the rate of one and one-half (1-1/2) times the APA's regular rate of pay for all hours so worked beyond 40 hours in a week. Upon prior written approval of the supervisor or his/her designee, an APA or Clerk may accrue compensation time equal to the time worked exceeding forty (40) hours per week.

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

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

6.4.2 Lunch Period

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

6.4.3 Relief Time

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

6.4.4 Presence in Building

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

If the Administrative Services Center closes additional days during a scheduled school recess (adds more days than scheduled to be off), APA's may use banked personal days or vacation days to cover the days off that were more than those scheduled.

6.5 WORK LOADS AND ASSIGNMENTS

6.5.1 Division of Labor

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

6.5.2 Job Description

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

6.5.3 Policy Distribution

A copy of Board of Education Policies is available to each APA/Clerk to facilitate the performance of his/her duties. Board of Education policies may be viewed and printed by going to www.neola.com/warrenwoods-mi

Board of Education Policy topics include but are not exclusive to such subjects as harassment, behavior, use of facilities, finance issues, ethics, drug-free workplace, etc.

6.5.4 Telephone Location

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

6.5.5 Parking Facilities

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

6.5.6 Pupil Discipline

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

6.5.7 Pupil Transportation

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

6.5.8 Travel Pay

APA/Clerks required to drive their personal automobiles for District business will be reimbursed for mileage at the current IRS rate.

6.6 EVALUATION, LEVEL REVISION, VACANCY, TRANSFER AND PROMOTION

6.6.1 Evaluation Report

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

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

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

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

6.6.2 New and Revised Job Descriptions and Pay Levels

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

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

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

6.6.3 Vacancy Posting

Whenever a vacancy occurs, a new position is created, or an existing position is restructured by a change of more than five (5) hours per week or two (2) weeks per year or an existing position is restructured for more than 50% of the work week, the BOARD shall publicize the same by giving written notice to the UNION and shall provide an appropriate posting in each school building. All positions will be posted internally for three (3) calendar days prior to publishing an external posting. No position shall be filled, except in case of an emergency, until the vacancy has been posted for at least seven (7) calendar days.

In the period between school closing in June and reopening in September, the BOARD shall publicize vacancies by: 1) posting as above in all buildings in which APA's/Clerks are working, 2) giving written notice to the UNION, and 3) emailing an announcement to every APA/Clerk not then employed who has, before leaving employment in June, filed with the personnel office written notice of his/her interest in receiving announcement together with an email address to which the announcement should be sent. All postings will also be mailed to any APA/Clerk on the layoff list. No vacancy shall be filled during this time except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) calendar days.

Vacancies created by a person on leave of absence shall not be posted unless the said leave shall be for at least forty-five (45) working days. (See 6.9.4.2.d)

6.6.4 Application for Vacancy

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

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

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

6.6.5 Promotion

Insofar as practicable, all vacancies will be filled by promotional opportunities. A promotion is defined as a move to a higher classification or level. A clerk or APA who moves to a higher classification or level will be compensated an additional twenty-five cents/hr. ($.25/hr) for those hours spent in training for the new position prior to permanently moving.

An APA who is promoted to a position within the bargaining unit shall retain their current step placement on the salary schedule.

6.6.6 Reduction of Work Force

1. The BOARD agrees to make every reasonable effort to maintain the number of jobs within the unit. By June 1, the BOARD will notify the UNION of the intended positions planned for the next school year, indicating location, weeks of work and hours per day for each position. Any APA/Clerk who is laid off shall be notified at least two (2) weeks in advance, in writing, by the BOARD.

2. When a bargaining unit position in a classification is discontinued, employees in that classification in the same level or lower level(s) or classification shall use their classification seniority to (1) bump employees with less classification seniority, or (2) bump employees in lower classifications with less bargaining unit seniority, or (3) accept a layoff.

3. Employees who are bumped may use their classification seniority to (1) bump employees in the same level or lower level or classification with less classification seniority, (2) bump employees in lower classification with less bargaining unit seniority, or (3) accept a layoff.

4. It is agreed to by both the BOARD and the UNION that it is more effective to implement the concepts in paragraph 2 and 3 above in a general meeting. Therefore, the annual meeting to determine assignments shall continue whenever there are anticipated reductions.

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

a. The duration of the layoff could be any period of time from a week to a year.

b. The APA/Clerk on voluntary layoff may exercise qualification and seniority to bid on any posted positions.

c. The APA/Clerk on voluntary layoff may choose not to accept a recall as long as there are other laid off APAs/Clerks qualified for recall. If there are none, or none accept, then the APA/Clerk on voluntary layoff must accept the recall or resign.

d. The BOARD would not agree to Unemployment Compensation Benefits for a voluntary layoff and the APA or Clerk choosing a voluntary lay-off agrees that s/he will not apply for unemployment compensation.

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

6.6.7 Promotion Out of Unit

Any APA who is promoted to a confidential APA or supervisory or executive position will be placed on a leave of absence for up to one year with his/her seniority frozen. If the APA does not choose to return to his/her union position after one year, s/he will relinquish his/her seniority with the Union. Any APA returning to a union position within one year will bump into the least senior position in the lowest APA level.

6.6.8 Recall

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

Notice of recall will be sent to an APA/Clerk at his/her last known address by registered or certified mail. If the APA/Clerk fails to accept, in writing, within fifteen (15) days from the date of mailing of the recall notice, s/he shall be considered to have resigned from employment in the District. The BOARD agrees to keep any APA/Clerk on the layoff list for a period of one (1) year from the effective date of layoff.

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

6.6.9 Promotion Within the Unit: Salary and Trial Period

If a vacancy is filled by a bargaining unit member, s/he will serve a trial period of 30 working days. The APA or clerk may elect to revert to his/her former position any time before the completion of his/her trial period. The APA or clerk may be reverted to his/her former position during or prior to the conclusion of their trial period. If an APA or clerk is reverted to his/her former position, s/he will not be reverted before s/he has worked at least fifteen (15) days. The employer will, upon request, put in writing the reasons for his/her being reverted. Such reverting by the employer shall be for just cause.

6.6.10 Temporary Assignment

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

6.6.11 Classification

1. All positions will be classified as follows:

Classification 1 - APA

Level	Assignment
1	Transportation Dispatcher/M & O
2	Director of Curriculum Career Technical Education & Career Development Director of Food Service Director of Special Services Elementary Principal High School Principal Middle School Principal Pupil Accounting Community Education
3	Asst. Sr. High Principal Athletics Office Career Technical Education & Career Development II Enterprise High Coordinator High School Attendance High School Counseling

Middle School Assistant Principal
Middle School Counseling
Supervisor of Special Education

Classification 2 - Clerks

2. Clerk

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

a. Work fifty (50) or fewer hours per pay period;

b. Refer to specific contract articles that pertain to the "Clerk" classification as are stipulated as such by the reference "APA/Clerk" within the article;

c. Not be subject to any contract provisions not specifically referenced above, and accordingly shall not receive any fringe benefits, except as may be required by law.

d. A clerk (assisting an APA) will be given the first opportunity to sub for that APA when a substitute is required.

3. If an employee or the Union feels that the classification of a particular position needs to be changed, a request to do this must be submitted in writing to the Deputy Superintendent. The Deputy Superintendent will review the request(s) and attempt to make a response within sixty (60) calendar days based on the following criteria:

a. Increased technology training needed for that position.

b. New additional duties and level of responsibility

c. Amount of additional clerical or administrative support available in that workplace

d. Comparison of duties with other positions in that classification

e. Degree of confidentiality

If the Union or the affected employee is not satisfied, the Deputy Superintendent will convene a meeting of two Union members, one of which may be a representative of the Local and two administrators before June 1, to review any appeal that may be made and make a report of the appeal to the administrators.

The report shall include any written positions submitted to the appeal. A recommendation will be submitted to the superintendent for a final and binding decision. The Union and or affected employee will be advised in writing as to the reasons for approval or denial of the appeal.

6.6.12 Application for Summer Substitute Employment

Less that fifty-two (52) week bargaining unit members interested in substituting in the clerical area shall notify the Human Resources Office in writing by June 1st of their interest and availability. Employees who have given notification shall be called to substitute for unit clerical work by seniority and shall be given priority over non-unit district substitutes. If a more senior employee is unavailable, the next most senior employee will be contacted.

Bargaining unit members working as a summer substitute shall be compensated at the district's clerical substitute rate. Overtime, if applicable, will be paid in accordance with the guidelines of the Fair Labor Standards Act.

6.7 DISCIPLINE, DEMOTION AND DISCHARGE

6.7.1 Discipline

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

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

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

6.7.2 Discharge/Suspension

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

6.8 RESIGNATION

6.8.1 Resignation

Any APA desiring to resign shall file a written resignation with the Superintendent at least ten (10) work days prior to the effective date. Failure to do so will cancel paragraph 6.8.2. and 6.8.3. (Exception: An APA who does not work during the summer months must provide written notice at least fourteen (14) calendar days prior to his/her scheduled return date.

6.8.2 Vacation Time Accrual

Any APA who discontinues his/her service under the provisions of paragraph 6.8.1 does not forfeit his/her right to earned vacation time, except if s/he has been employed for less than one (1) calendar year.

6.8.3 Retirement Benefits

1. Upon retirement, death, or severance of employment due to illness, the school district shall pay $100.00 per year for each year of service in the District and in the bargaining unit up to 30 years of service (a year of service is defined as Office of Retirement Services (ORS) earned service credit) provided an APA completes the following:

    a. Works in the bargaining unit for the district a minimum of ten (10) years.

    b. Be eligible for benefits under Michigan School Employees' Retirement Fund; or after having worked ten (10) years for the school district and in the bargaining unit should the APA be employed by the district at the time of his/her death, her estate shall be eligible for such retirement pay. Should an APA sever his/her employment due to illness and is deemed unable to work by a qualified physician after having worked ten (10) years for the school district and in the bargaining unit, s/he shall be eligible for such retirement pay.

6.9 LEAVES

6.9.1 Leave Allowance

One (1) day per month (or major fraction thereof) of employment, accumulating without limit, shall be allowed each APA for leave. Probationary employees will accumulate sick leave allowance during their probationary period, but may not use that leave until attaining seniority. The leave may be used as follows:

1. Personal illness. When an absence of more than two (2) consecutive days occurs, or in the case of suspected abuse, the employee may be required to present a statement from a physician stating the reason for the absence and

their anticipated date of return. Absences must be reported in AESOP at least one (1) hour prior to the employees scheduled start time, except in case of an emergency.

2. For illness in the immediate family. The immediate family is defined as including the employees' spouse, domestic partner, parent, step-parent, sibling, natural or adopted child, grandparent, grandchild, mother-in-law or father-in-law, daughter-in-law, son-in-law, brother-in-law or sister-in-law.

3. Five (5) days per year may be used for personal business, taken in no less than one (1) hour units and preceded by twenty-four (24) hour notice except in case of emergency. Use of two or more consecutive days of personal business requires the prior approval of the building administrator.

   This leave, up to the full amount for the current fiscal year, plus prior accumulations, shall be available to the APA at the beginning of his/her work year or the beginning of employment. Leave allowance days shall not be utilized to extend a school recess for less than 12- month employees.

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

Failure to report an absence for personal business by the time stipulated will result in an unpaid day. Failure to report an absence for personal illness by the time stipulated will result in the loss of a leave day and one (1) hour dock in pay.

The definition of a leave day earned is as follows: a Clerk who is regularly scheduled to work 4 hours per day, an earned leave day equals 4 hours. An APA scheduled to work 7 hours per day; an earned leave day equals 7 hours.

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

Any APA who resigns or retires after five (5) years of service in Warren Woods Public Schools shall receive a sum equal to his/her accumulated leave days times fifteen percent (15%) of the employees last regular daily rate. This sum shall also be paid to the beneficiary of any APA who dies while an active employee of the Warren Woods Public Schools. Any APA on layoff who is to be removed from the active layoff list shall receive a sum equal to the above listed formula.

6.9.2 Funeral Leave

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

6.9.3 Minor Injury

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

6.9.4 Leave of Absence

1. Reason for Leave

   Applications for leave of absence without pay or benefits will be considered by the BOARD for the following reasons (exception as stipulated in 2b):

   a. Education Study: If, as decided by the Board of Education at the time of granting the leave, the leave will sufficiently increase the APA's value to the district in his/her position, regular salary increment will be given.

   b. Illness or injury: When an APA exhausts the leave allowance, including accumulated days; s/he will be automatically placed in the category of leave of absence, for illness or injury. His/her return from sick leave must be preceded by a notice in writing at least two weeks before the day s/he intends to return to work unless at the onset of the leave, notice can be given of a return within the two-week period.

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

   c. Personal Leave: Personal leave for reasons other than specifically provided elsewhere in this Agreement will be considered upon written application by the APA.

   d. Members of the bargaining unit are qualified to participate in the Family & Medical Leave Act of 1993 provided they are eligible under the law.

2. Conditions of Leave/Temporary Vacancies

   a. All accrued sick days, vacation days and seniority will be retained during the leave. The time of the leave shall be without loss of seniority and without pay. This provision applies to unpaid leaves not for employee

medical reasons. Employee must return to work within one (1) year or employment will be terminated.

b. A leave for the employee's illness or disability will have hospitalization and life insurance protection continued for the duration of the illness or disability for up to but no more than one (1) year as long as the employee continues to remit the employee share of their health insurance premium costs. Other insurances will be dropped the first of the month following the beginning of the leave. Insurances will be resumed on the first of the month following return from leave. The employee must return to work within two (2) years (employee illness) or employment will be terminated. (Returning after one (1) year or less, the employee returns to his/her position. Returning after more than one (1) year but less than two (2) years, the employee may use his/her seniority to bump into the lowest senior position in their level or below level if s/he was rated as effective on his/her last evaluation.

c. The Board may approve a personal leave for up to one year. During the leave no seniority shall accrue and upon completion of the leave the employee must return to their previous position or shall be considered to be resigned from employment.

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

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

   During an authorized leave (a leave not for the illness of the employee) of one calendar year or less, an employee's position will be regarded as frozen, exempt from transfers and postings. Upon return from an authorized leave of one calendar year or less, an employee shall return to their former position and the temporary person will revert back to the original position held prior to the temporary posting. If the APA on leave terminates his/her employment within one (1) year or has not returned after one (1) year, the position will be posted as a permanent position and the temporary person will revert back to the original position held prior to the temporary posting.

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

eligible for benefits and the person on leave has waived benefit coverage (benefits for 1 person per position).

e. The BOARD shall have these options for filling a vacancy of less than forty-five (45) work days:
   1) Transfer an APA into the vacancy with mutual consent.
   2) Promoting an APA into the vacancy with mutual consent.
   3) Filling the vacancy with a substitute.
   4) Sub-contract the work or pay higher than the substitute rate.

f. Applications for any leave will be in writing and will indicate the reasons for the leave, and the beginning and ending dates of the leave requested. Requests for leave, or extension of leave must be submitted at least two (2) weeks before the leave will begin or have to be extended, except in cases of emergency.

g. A BOARD-approved leave or a BOARD-approved extension of a leave shall be for no less than two (2) weeks and no more than for one (1) calendar year in total leave time for a leave for reasons other than the employee's illness. A BOARD-approved leave or a BOARD-approved extension of a leave shall be for no less than two (2) weeks and no more than for two (2) calendar years in total leave time for a leave for the employee's illness. An employee on a leave for reasons other than the employee's illness shall be considered terminated if s/he cannot return to work after one (1) year from the date of the original leave of absence. An employee on a leave for the employee's illness shall be considered terminated if s/he cannot return to work after two (2) years from the date of the original leave of absence.

6.9.5 Worker's Compensation

A. Any APA/Clerk who is absent because of an injury, illness or disease compensable under the Michigan Worker's Compensation Act will be eligible for benefits as provided under the Act.

1. Once an employee is eligible to receive Worker's Compensation checks, the check will be mailed directly to the employee.

2. The employee will receive a check from Warren Woods, as long as they have accumulated sick days, for the difference needed to equal the regular pay amount. The employee's MPSERS contribution will be taken out of that. Sick leave would be deducted at a proportional rate until such time as all of the employee's accumulated sick leave has been exhausted. If the employee uses up all their sick days, they will then be responsible for their own MPSERS contributions.

3. If the employee chooses not to use accumulated sick days while on Worker's Compensation, they must notify the district of their intent. If the

employee does not use sick days, they will then be responsible for their own MPSERS contribution.

B. Income protection under the Michigan Worker's Compensation Act will not commence until the employee is off duty for seven (7) consecutive calendar days or the number of days required under the Act. Up until that time, sick leave days will be deducted. If an employee is off for fourteen (14) consecutive days or the number of days required under the Act as the result of the alleged injury or sickness, all deducted sick leave days would be deducted at a proportional rate until such time as all of the employee's accumulated sick leave has been exhausted. The accumulated sick days shall be charged only for that portion in excess of the compensation payment.

C. Employees will lose no time or pay and will not be charged any sick leave for any required visits or return visits to the employer's medical clinic or employee's treating physician. It is expected that follow-up doctor visits, therapy, etc. will be scheduled after work hours whenever provided by the clinic or physician.

D. An employee on worker's compensation leave shall be considered terminated if s/he cannot return to work after one (1) year from the date of the original leave.

6.9.6 Jury Duty

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

6.10 INSURANCES

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

Each of these insurances shall apply to seniority APAs.

6.10.1 Life Insurance

1. The BOARD shall provide group life insurance protection in the amount of $30,000 that will be paid to the APA's designated beneficiary. In the event of accidental death or in the event of accidental dismemberment, the plan will pay specific benefits as designated in the policy.

6.10.2 Medical Insurance

The plan available to employees is the same plan in place for District administrators.

Effective July 1, 2026, the amounts listed below become the caps in determining the maximum amount the Board will pay for medical insurance each month.

- Single Coverage – $661.84 Per Month
- 2 Person Coverage -- $850 Per Month
- Full Family Coverage -- $900 Per Month

Effective July 1, 2027, the Board's contribution to employees enrolled in single coverage shall be no less than the hard cap numbers identified by the Michigan Department of Treasury. If the Publicly Funded Health Insurance Contributions Act, MCL 15.563 is amended during the term of this Agreement to eliminate the hard cap, the Employer's contributions towards single coverage insurance costs will not exceed three percent (3%) over the previous year's contribution.

If the rate for the plan exceeds the amount that the Board will pay, the employee may have the additional cost deducted through payroll deduction.

APAs who choose not to take any medical plan will receive a cash in lieu payment of $2,400 per year paid in two (2) lump sums of $1,200 payable in December and June. Cash in lieu will be provided on the condition that: (1) employee voluntarily and in writing opts out of the available medical health care plan, and (2) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Health Care Act.

6.10.3 Long-Term Disability Insurance

The BOARD will pay the premium for an insurance policy which will provide payment of sixty-six and two-thirds percent (66 2/3 %) of an APA's monthly earnings maximum of $3,333 per month if s/he is off work because of accident, injury or illness, provided the APA normally works thirty (30) hours or more per week, with payment to begin after sixty (60) days and continuing as required to age 65. Benefit eligibility is determined by the insurance company.

6.10.4 Dental Insurance

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

Class I 100% benefit paid for Preventive & Diagnostic Care.

Class II 80% benefit paid for Basic Restorative Care.

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Class III 80% benefit paid for Major Restorative Care.

Class IV 80% benefit paid for Orthodontia services, lifetime maximum $1,200.

Out of network Class II, III, and IV claims will be paid at the Maximum Allowable Charge rate.

With $1,200 maximum per year per person Class I, II, and III expenses.

6.10.5 Optical Insurance

The BOARD will pay the premium for optical insurance protection for each APA and his/her eligible dependents. The limit on annual premium for this protection shall be $3,500.

This coverage shall include:

Benefit	**In-Network**	**Out-of-Network**
Examination Copay	$0	N/A
Materials Copay	$0	N/A
Exam	Covered in Full	$45 allowance
Single Vision Lenses	Covered in Full	$32 allowance
Bifocal Lenses	Covered in Full	$55 allowance
Trifocal Lenses	Covered in Full	$65 allowance
Lenticular Lenses	Covered in Full	$75 allowance
Contact Lenses (Retail Allowance)		
Elective	$120 allowance	$100 allowance
Therapeutic	Covered in Full	$200 allowance
Frame (Retail Allowance)	$110 allowance	$61 allowance

The plan will provide for exam, lens, and frames every 12 months.

6.11 CONTINUING EDUCATION

6.11.1 Conferences

All APA/Clerks are eligible to attend meetings and conferences at the expense of the BOARD without loss of pay, benefits or allowance days pending the approval of the Superintendent or his/her designee.

6.11.2 In-Service

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

6.12 PERSONNEL FILE

6.12.1 Personnel File

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

6.13 GRIEVANCE

A "Grievance" shall mean a complaint by an APA/Clerk in the bargaining unit or a group of APAs/Clerks, based upon an event, conditions, or circumstances under which an APA/Clerk has been treated unfairly or in a manner inconsistent with the provisions of this agreement or any subsequent agreement entered into pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

It shall be the general practice of all parties in interest to process grievance procedures during such time as to not interfere with regular assigned duties. Provided, however: In the event it is deemed necessary or it is requested as a matter of convenience by the Board's representative to hold proceedings during the regular working hours, an APA/Clerk engaged during the school day in negotiating in his/her own behalf or in the behalf of the Union with any representative of the Board, or participating in any grievance procedure, including arbitration, shall be released from regular duties without loss of salary or any other leave. Consistent with Section 71(5) of the Michigan Public School Employees Retirement Act, the ASSOCIATION will reimburse the District on a current basis the amounts paid to the Office of Retirement Services for ASSOCIATION release time.

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

LEVEL ONE: The APA/Clerk with a grievance shall first discuss the matter with his/her immediate supervisor or principal, either directly or through Union Representative, with the object of resolving the matter informally.

LEVEL TWO: In the event that the APA/Clerk is not satisfied with the disposition of his/her grievance at Level One, s/he shall file the grievance in writing to the Supervisor and the Union. If the Union decides to support the grievance, the Union will meet with the Supervisor within five (5) work days in an attempt to solve the problem. The Supervisor shall issue a written decision within five (5) work days of the meeting. Copies shall be provided the aggrieved person and the Union. If it is decided that the decision is unsatisfactory, the grievance shall be referred in writing to the Superintendent or his designee within five (5) work days after receipt of the supervisor's written response on the grievance.

LEVEL THREE: Within five (5) work days after receipt of the written grievance by the Superintendent of Schools or his designee, he and/or his representative shall meet with the Union to consider the problem and to resolve it.

LEVEL FOUR: In the event the grievance is not settled in Step 3, the Union shall have thirty (30) days in which to submit the same to binding arbitration in accordance with the procedure set forth below or the Warren Woods APA/Clerk Association Grievance Panel for its review. Notice of its intent to proceed to the Grievance Panel must be submitted to the employer in writing. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have thirty (30) days after the Panel's decision to submit the matter to arbitration in accordance with this procedure set forth below. If the grievance is not so submitted within thirty (30) days, it will be considered closed on the basis of the last disposition.

Arbitration Procedures:

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

6.14 STEWARDS

6.14.1 Stewards

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

6.14.2 Function with Grievances

The Stewards, during their working hours may investigate grievances and present grievance to the Board for up to one (1) hour per day without loss of time or pay. Additional time may be granted by the Superintendent or his delegate. The time taken for this function must not be periods which impair the efficiency of the Steward's job function or that of the aggrieved. The Steward must notify his/her immediate supervisor that s/he will be absent on business before leaving his/her post. Consistent with Section 71(5) of the Michigan Public School Employees Retirement Act, the ASSOCIATION will reimburse the District on a current basis the amounts paid to the Office of Retirement Services for ASSOCIATION release time.

6.14.3 Function with Special Union Conference

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

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

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

The Union representatives may meet, upon written notification, at a place designated by the employer, on the employer's property for not more than half (1/2) hour preceding the special conference.

6.15 CONTRACT CONTINUATION

6.15.1 Maintenance of Benefits

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

6.15.2 Savings Clause

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

DURATION OF AGREEMENT

This agreement shall be in full force and effect from July 1, 2026, to and including June 30, 2029.

WARREN WOODS PUBLIC SCHOOLS
BOARD OF EDUCATION

Michael Schulte
President

Paul Zannetti
Vice President

Scott Hiller
Secretary

Mike Fitzpatrick
Treasurer

FOR THE ASSOCIATION
WARREN WOODS APA/CLERKS
ASSOCIATION

Barbara Dempsey
Chief Stewart

Susan Brockmann 06/18/26
Susan Brockman
Business Representative

"ADDENDUM A"

DEVELOPED 11/08

WARREN WOODS PUBLIC SCHOOLS

Administrative Professional Assistant/Clerical Performance Assessment

Employee Name:_____ Date: _____

Building: _____ Position: _____

Please check all that apply: Conference Date:_____

☐ Probationary Assessment Date:_____

☐ Non-Probationary OVERALL RATING:

☐ Job description - reviewed and current _____ Effective

_____ Ineffective

Purpose

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

Timelines

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

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

Process

The assessment process steps are:

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

SUPPORT STAFF EVALUATION

EMPLOYEE	SCHOOL	DATE

JOB EFFECTIVENESS

1. **Knowledge of Work**

   a) Requires constant assistance or supervision
   b) Demonstrates minimal knowledge of job requirements
   c) Demonstrates acceptable knowledge of job requirements
   d) Seldom requires additional assistance or supervision
   e) Demonstrates superior knowledge of job requirements

2. **Quantity of Work**

   a) Completes an insufficient amount of work in time allotted
   b) Completes an amount of work that is less than would be expected
   c) Completes an appropriate amount of work in time allotted
   d) Completes more work than would be expected
   e) Consistently completes an amount of work beyond expectations

3. **Quality of Work**

   a) Quality of work is consistently unacceptable
   b) Quality of work is occasionally unacceptable
   c) Quality of work is acceptable
   d) Frequently produces a quality of work above what would be expected
   e) Consistently produces superior quality of work

4. **Communications**

   a) Fails to communicate
   b) Occasionally communicates partial information
   c) Communicates when necessary
   d) Communications are clear and consistent
   e) Shares ideas and knowledge consistently

5. **Problem Solving Skills**

   a) Requires constant direction and supervision
   b) Frequently requires some direction and supervision
   c) Occasionally requests some direction and supervision
   d) Seldom requires direction and supervision
   e) Requires no direction or supervision

INTERPERSONAL CHARACTERISTICS

1. **Relationships with Other Employees**

   a) Interacts poorly with other employees
   b) Requires improvement in cooperation and goodwill with other employees
   c) Establishes positive relationships with others
   d) Frequently promotes cooperation and goodwill with other employees
   e) Consistently promotes cooperation and has a positive effect on other employees

2. **Interaction with Community** _____**N/A**

   a) Displays poor interpersonal skills
   b) Requires improvement in cooperation and goodwill
   c) Displays a business-like approach
   d) Establishes positive relationships

3. **Interaction with Students** _____**N/A**

   a) Consistently inappropriate or unacceptable manner
   b) Interacts with students in an ineffective manner
   c) Interacts effectively with students in an appropriate manner
   d) Consistently works to improve relationships with students
   e) Consistently demonstrates superior interpersonal skills with students

4. **Team Concept**

   a) Fails to support the concept of teamwork
   b) Utilizes teamwork strategies only when directed to do so
   c) Utilizes a “team” concept to support organizational goals
   d) Frequently promotes team concept to others
   e) Consistently utilizes and promotes a team concept to further organizational goals

5. **Responsibility**

   a) Requires constant supervision
   b) Rarely accepts responsibility or performs without supervision
   c) Requires normal supervision and is as responsible as required
   d) Needs little supervision and accepts more responsibility than requires
   e) Requires no supervision and accepts all the responsibility

6. **Dependability**

   a) Requires constant supervision to perform daily routine correctly
   b) Occasionally misses necessary task
   c) Rarely misses necessary task and is reliable
   d) Outstanding reliability and job is always completed correctly

PERSONAL CHARACTERISTICS

1. **Punctuality**

   a) Frequently arrives late to work
   b) Occasionally arrives late to work
   c) Consistently arrives to work on time
   d) Adjusts hours to meet needs
   e) Consistently devotes additional time

2. **Attendance**

   a) Frequently absent
   b) Average attendance
   c) Seldom absent
   d) Always present

   _____ Total days absent between _____ / _____ / _____ to _____ / _____ / _____

3. **Initiative**

   a) Consistently requires supervision to set work priorities
   b) Periodically requires supervision to set work priorities
   c) Starts and completes most tasks with little or no supervision
   d) Frequently displays extra initiative
   e) Consistently looks for opportunity to show initiative

4. **Attitude**

   a) Frequently complains and demonstrates a negative attitude
   b) Completes job requirements with little enthusiasm
   c) Completes job responsibilities in a positive manner
   d) Approaches all aspects of job with a positive attitude

5. **Effective Use of Time**

   a) Consistently does not get work done
   b) Occasionally does not get work done
   c) Work is always completed
   d) Handles interruptions and emergencies well while still completing assigned work
   e) Anticipates needs and coordinates work

6. **Eye for Improvement**

   a) Notices problems but passes them up
   b) Makes some suggestions or corrections
   c) Is always trying to make improvements
   d) Doesn't miss an opportunity for improvement

7. **Decision Making**

   a) Seldom makes a decision
   b) Difficulty making independent decisions
   c) Frequently makes appropriate decisions
   d) Always knows then and how to make appropriate decisions

(SCHOOL DISTRICT)

Evaluation of Non-Teaching Employee

For the _____ school year.

Name: _____ Assignment: _____

Discuss this employee's strengths:

Discuss areas in which this employee needs improvement:

Recommendation for future service:

_____	_____	_____	_____
Employee Signature	Date	Evaluator Signature	Date
		_____	_____
		Principal Signature	Date

Note: The employee's signature means the employee has read the evaluation. It does not necessarily mean the employee is in agreement with the evaluation. The employee is welcome to attach his/her own written comments.

Distribution of signed Assessment:
Original - Personnel
Copies - Employee
Administrator

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INDEX

Addendum A 35
Administrative Professional Assistant (Apa)/Clerks Rights 5
Application For Summer Substitute Employment 21
Application For Vacancy 17
Classification 20
Compensation 8
Conferences 28
Continuing Education 28
Contract Continuation 32
Copies Of Collective Bargaining Agreement (Cba) 7
Dental Insurance 26
Discipline, Demotion And Discharge 21
Division Of Labor 15
Evaluation Report 16
Evaluation, Level Revision, Vacancy, Transfer And Promotion 12
Experience 12
Function With Grievances 28
Function With Special Union Conference 28
Funeral Leave 24
Grievance 28
Holidays 10
Hours Of Work 14
Increment Dates 12
In-Service 28
Insurances 26
Job Description 15
Jury Duty 26
Leave Of Absence 23
Leaves 23
Life Insurance 26
Longevity 10
Long-Term Disability Insurance 27
Lunch Period 14
Maintenance Of Benefits 32
Minor Injury 23
New And Revised Job Descriptions And Pay Levels 14
No Strike Provision 1
Non-Discrimination 5
Optical Insurance 26
Parking Facilities 15
Pay Option 13
Personal Property Damage 13
Personnel File 28
Policy Distribution 15
Presence In Building 14
Private Life 5
Probation And Seniority 5
Promotion 18
Promotion Out Of Unit 16
Promotion Within The Unit: Salary And Trial Period 16
Pupil Discipline 15
Pupil Transportation 16
Recall 19
Recognition Clause 1
Reduction Of Work Force 18
Relief Time 14
Resignation 22
Retirement Benefits 22
Safety 7
Savings Clause 32
Stewards 31
Substitute Pay 9
Support Staff Evaluation 36
Telephone Location 15
Temporary Assignment 20
To Information 5
To Use Facilities 5
Travel Pay 16
Vacancy Posting 17
Vacation Time Accrual 23
Vacations 11
Work Loads And Assignments 15
Worker's Compensation 25