

AGREEMENT

Between

**THE ST. CHARLES ASSOCIATION
OF OFFICE PERSONNEL, MEA/NEA**

and

**ST. CHARLES COMMUNITY SCHOOLS
ST. CHARLES, MICHIGAN**

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AGREEMENT

This Agreement entered into this 29th day of March, 2004, by and between the St Charles Community Schools of St Charles, Michigan, hereinafter called the "Board" and the St Charles Association of Office Personnel, MEA/NEA, hereinafter called the "Association."

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

PURPOSE

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of the employment for the members of the bargaining unit herein defined.

ARTICLE I - EXTENT OF AGREEMENT

- A. This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Employer and an individual bargaining unit member shall be subject to and consistent with the terms and conditions of this Agreement which shall be controlling.
- C. This Agreement shall supersede and have precedence over any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. All rules, regulations and practices of the Employer which are not contrary to the provisions of this contract shall remain in full force and effect. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.

ARTICLE II - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all regularly employed full-time and part-time secretaries and bookkeepers employed by the Board but excluding the Superintendent's secretary, substitutes, temporaries and all other employees. Unless otherwise indicated, the term "secretary" when used hereinafter in this Agreement shall refer to all employees of the Board represented by the Association in the bargaining unit as above defined.
- B. The Board agrees not to negotiate with any office personnel organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual secretary from presenting a grievance and having 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 the opportunity to be present at such adjustment.

ARTICLE III - DUES & PAYROLL DEDUCTION

A. Within thirty (30) days of the beginning of their employment hereunder, secretaries who wish to do so may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association including the National Education Association and the Michigan Education Association.

B. Deductions will be made over twenty (20) payroll periods.

C. An employee who does not make application for membership within thirty (30) days from the date of commencement of employment shall as a condition of employment, pay a service fee to the Association in an amount equal to the legally permissible percentage of dues required by the Association. Any and all recourse by an employee disputing the amount of the fee shall lie exclusively against the Association.

D. In the event that an employee shall not pay such service fee or membership dues directly to the Association or authorize payment through payroll deduction, the Association may pursue collection of the fee through appropriate legal channels.

E. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Association further agrees to indemnify the Board from any costs, damages or financial obligation of any kind including attorney fees and unemployment compensation which may be incurred by the Board as a result of this Article.

F. 1. The Board agrees to give notice of action brought against the Board regarding this Article.

2. The Board will assist the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

G. Upon appropriate written authorization from the bargaining unit member the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for credit union, savings bonds, tax-deferred annuities or any other plans or programs jointly approved by the Association and the Employer.

ARTICLE IV - ASSOCIATION RIGHTS

A. The Board agrees to allow the Association, in response to reasonable requests, access to available public information concerning the financial resources of the District, tentative

budgetary requirements and allocations, and such other public information which will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the secretaries.

B. Association representatives employed by the Board shall have the right to use school buildings at all reasonable hours for meetings, provided advance arrangements are made with the building administrator and such use falls within Board policy.

C. Association representatives employed by the Board shall have the right to use office machines providing advance arrangements are made with the building administrator. Costs of such copies shall be in accordance with Board policy.

D. The Board shall grant the Association the use of three days annually for use by an Association Representative employed by the Board to attend either the Annual Representative Assembly or a conference sponsored by the Association. The employee will receive her regular pay and the Association will reimburse the Board the cost of the wages for that day. The Association shall notify the Superintendent at least five (5) days in advance of the use of an Association day.

ARTICLE V - BARGAINING UNIT MEMBER RIGHTS

A. The Board hereby agrees that bargaining unit members employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining with respect to hours, wages and terms or conditions of employment.

B. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

C. Seniority employees shall not be disciplined or discharged arbitrarily or capriciously. The right to discipline or terminate probationary employees who are terminable at will rests solely with the Board. The discipline or termination of a probationary employee shall not be subject to the grievance procedure.

D. A bargaining unit member may have present a representative of the Union during any meeting which the employee reasonably believes will result in disciplinary action by the Employer. This section shall not apply to evaluation conferences.

E. A bargaining unit member will have the right to review the contents of her personnel file according to law and to have a representative of the Association accompany her in such review.

F. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to

review the material. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

G. Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit member, when possible, to prevent injury.

ARTICLE VI - BOARD RIGHTS

A. It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights and authority which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board. These rights include, by way of illustration and not by way of limitation, the right to:

1. Establish policies, manage and control the school district, its facilities, equipment and its operations and to direct its working forces and affairs.
2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and the scheduling of all personnel.
3. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline or demotion, and to promote, assign, transfer and lay off employees, and to determine work hours. Determine fitness for continued employment and require physical or mental examinations of employees by Board selected licensed physicians.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine all processes, methods and means of providing its services and determine schedules and standards of operation, and the institution of new or improved methods. The Employer shall have the right to contract or subcontract any bargaining unit work to non-bargaining unit employees and/or assign bargaining unit work to non-bargaining unit secretaries, aids or other employees, supervisors, temporary employees, students, or volunteers as determined appropriate by the Board. Written notice shall be given to an employee who will be laid off as a result of subcontracting and to the Association forty-five (45) days before such subcontracting commences.
5. Establish, modify or change any work, business or school hours or days.
6. Determine the number and location or relocation of its facilities and workstations.
7. Adopt rules and regulations.

8. Determine the financial policies, including all accounting procedures.
9. Determine the size of the administrative organization, its functions, authority, amount of supervision and structure or organization.

B. In the event of a claim of misinterpretation or misapplication of this agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this agreement.

C. The exercise of the above powers, rights and authority by the Board and the adoption of policies, rules and regulations shall be limited only by the express terms of this Agreement. The Board shall make no rule or policy in conflict with the terms of this Agreement.

ARTICLE VII - GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the express terms of this agreement. An employee alleging a grievance must orally discuss the grievance with her supervisor within five (5) days of the occurrence of the condition giving rise to the grievance.

B. If satisfactory resolution of the grievance is not obtained, the employee must submit a written grievance to her immediate supervisor within ten (10) days of the occurrence of the condition giving rise to the grievance. The term "days" when used in this Article shall mean weekdays, Monday through Friday, exclusive of Saturdays, Sundays and holidays designated in Article 17. Should an employee fail to institute a grievance within the time limits specified, the grievance shall be considered untimely and will not be processed. The written grievance shall be signed by the grievant and shall specifically state: who is affected; what happened; when it happened; what specific part(s) of the contract is alleged to have been violated; and what specific remedy is requested.

C. The immediate supervisor shall meet with the grievant and the Association representative not later than ten (10) days following receipt of the written grievance. The immediate supervisor shall issue his disposition of the grievance in writing within seven (7) days of the meeting.

D. If the decision of the immediate supervisor is not considered acceptable, the grievant must present the written grievance to the Superintendent of Schools or his designee within five (5) days of receipt of the decision of the immediate supervisor. The grievant must state the reason(s) why the decision of the immediate supervisor was not considered acceptable. The Superintendent or his designee shall meet with the grievant and an Association representative within fifteen (15) days from the date of his receipt of the grievance. The Superintendent or his designee shall issue a decision in writing relative to the grievance within seven (7) days of the meeting.

E. If the decision of the Superintendent is not considered acceptable, the grievant must submit the written grievance to the secretary of the Board of Education or his designee within five (5) days of receipt of the decision by the Superintendent. The grievant must state the reason(s) why the decision of the Superintendent was not considered acceptable. The Board of Education or a Board Committee as determined by the Board shall meet with the grievant, the appropriate administrators, and an Association representative within thirty (30) days from the date of receipt of the grievance. The Board or its designee shall issue a decision in writing relative to the grievance within ten (10) days of the meeting. The Board's disposition on all grievances regarding the evaluation shall be final and not subject to arbitration.

F. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration provided the Association mails a demand for arbitration to the American Arbitration Association and notifies the Board in writing of its demand for arbitration within fifteen (15) days after receipt of the Board's disposition. If the grievance is timely submitted to arbitration, an arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The filing party shall pay any and all filing fees. The party against which a decision is rendered shall pay the entire cost of the arbitrator. In the event there is no clear loser, the arbitrator will determine which party shall pay the cost of arbitration.

1. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. His authority shall be limited to deciding whether a specific article or section of this Agreement has been violated, and shall be subject, in all cases to the rights, responsibilities, and authority of the parties under the Michigan General School Laws and any other law. The arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under law and this Agreement. The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding on all parties.

2. The arbitrator shall have no power to change any practice not in violation with this contract, policy or rule of the Board not in violation of this contract, nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board not in violation of this contract.

3. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

4. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.

5. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 6. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of a similar nature.
 7. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. The arbitrator shall have no power to issue an award resulting in financial liability to the Board for more than six months on any grievance under any circumstances. The parties agree that any matter involving potential continuing liability will be timely processed.
 8. Any matter being processed in another forum shall not be submitted to arbitration.
- G. Time limits shall be strictly observed and may be extended only by written mutual agreement. Should an employee fail to appeal a decision within any time limits specified, all further proceedings on a previously instituted grievance shall be barred and shall be deemed an acceptance of the decision last issued.
- H. The Association shall have no right to initiate a grievance involving the right of an employee without her express approval in writing thereon.
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when the employee or participating Association representative are to be on the job. If the Board agrees to a meeting or hearing during working hours, the employees involved shall be released for the time required.

ARTICLE VIII - WORKYEAR, WORKWEEK, WORKDAY

- A. The normal work year for year round employees shall be fifty-two (52) weeks per year. The normal work year for school term employees shall begin two (2) weeks prior to the start of the scheduled student school year and continue through two (2) weeks after the end of the actual teacher work year. School term employees shall normally not work during winter and spring recesses. Either fewer or additional days of work may be required.
- B. The normal work week for full-time bargaining unit members shall be Monday through Friday.
- C. The normal number of hours of work and the schedule of hours for each secretary shall be determined by the Board. The normal work day for full year employees shall be

eight (8) hours and for less than full year employees shall be seven and one-half (7 1/2) hours. Either fewer or additional hours of work may be required. Employees shall have an unpaid lunch period of at least thirty (30) minutes in duration as scheduled by the employer. Employees shall have a ten (10) minute break in the morning and a ten (10) minute break in the afternoon as scheduled by the employer.

D. A regular bargaining unit member assigned to perform the work of an absent bargaining unit member on a regular basis for more than a week will be paid the regular rate for those duties. However, a bargaining unit member's pay rate shall not be reduced as a result of such assignment.

E. The minimum call-in time for emergency situations which are not contiguous with normal work hours shall be two (2) hours.

F. Summer Hours. By mutual agreement with the immediate supervisor an employee shall have the option to arrange a schedule adjustment during the period when school is not in session.

G. 1. When school is canceled due to inclement weather or other acts of God, year-round employees shall normally report, but if they are instructed not to report they shall be paid.

2. When school is canceled due to inclement weather or other acts of God, less than year-round employees will not be required to report on days which will not be made up and shall be paid their regular pay for a maximum of two (2) days. For days canceled due to acts of God which will not be made up beyond the two (2) days, less than year-round employees will be required to report and shall be paid their regular pay. On canceled days, which will be made up, less than year-round employees will normally not be required to report but will work on the make-up days with no additional pay. If required to report on a canceled day, which will be made up, the secretary will receive her regular pay.

3. If weather or building conditions require, the employee may be released early or may start late, at the Administrator's discretion, with no loss of pay.

H. If temporary work becomes available during the summer when school is not in session, school term bargaining unit members will be given first consideration to fill the temporary position. Those bargaining unit members who are interested in summer work should indicate their preference to the district prior to the end of the school year (students' last day). The bargaining unit member will receive her regular rate of pay. The final choice is to be made by administration.

ARTICLE IX - WORKING CONDITIONS

A. Bargaining unit members shall be required to perform all work responsibilities as directed but shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Any alleged unsafe conditions or tasks shall be immediately reported to the Superintendent.

B. Bargaining unit members shall assist with the maintenance of control and discipline of students. The employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit member's assigned work area.

C. In the event a bargaining unit member is responsible to more than one supervisor, the primary supervisor shall be designated by the Employer at the beginning of each school year in writing to each bargaining unit member. The employee shall be notified of any subsequent change.

ARTICLE X - VACANCIES, PROMOTIONS & TRANSFERS

A. A vacancy shall be defined as a newly created position or a present position that has been permanently vacated and which will be filled.

B. All bargaining unit vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) calendar days. During the summer, a copy of the posting will be mailed to the Association president at her address of record. Said posting shall contain the following information:

- type of work
- location of work
- starting date
- rate of pay
- hours to be worked
- minimum requirements

C. Interested bargaining unit members may apply in writing to the Superintendent or designee, within the ten (10) calendar day posting period.

D. Vacancies will be filled with applicants from within or outside of the bargaining unit whom the Board considers to be the most qualified for the position. Bargaining unit employees who are qualified for a posted position will be given consideration for the job. Years of service, quality of job performance, experience and training and other relevant factors will be considered. The decision of the Board will be final in the selection of an applicant.

E. Within ten (10) work days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted

position. Each applicant shall be so notified in writing with a copy provided to the Association.

F. In the event of promotion or transfer from one position to another, the bargaining unit member shall be given a thirty (30) day trial period in which to show her ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable her to perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to her previous assignment.

G. Employees are subject to assignment and transfer at the discretion of the Board.

ARTICLE XI - SENIORITY

A. Seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit.

B. New employees shall be subject to a probationary period of ninety (90) actual working days of employment. Upon successful completion of the probationary period their names shall be placed on the seniority list as of the first day of work. In the event more than one employee has the same seniority date, a drawing shall be held to determine placement on the list. The Association and employees affected will be notified of the date, time and place of the drawing.

C. An initial seniority list shall be jointly prepared within thirty (30) days of the effective date of this Agreement. The list shall be maintained and published annually thereafter.

D. Seniority will be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position.

E. Seniority will be frozen during periods of layoff.

F. Seniority will continue to accrue during paid leaves and leaves due to illness or disability. Seniority will be frozen during unpaid leaves of more than six weeks in duration taken for reasons other than illness or disability.

ARTICLE XII - LAYOFF AND RECALL

A. Layoff shall be defined as reduction in work force.

B. No bargaining unit member shall be laid off pursuant to reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least twenty (20) calendar days prior to the effective date of layoff. In the event of a reduction in work

force the Employer shall identify the specific position(s) to be eliminated and shall notify the bargaining unit member(s) in those position(s). A bargaining unit member whose position has been eliminated due to reduction in work force or who has been affected by a layoff-elimination of position shall have the right to assume a position in her classification(s) as determined by the Board for which she is qualified, which is held by the least senior bargaining unit member who works the same or more hours. Whether an employee is qualified shall be determined by the employer. A new bargaining unit member shall not be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly-created position.

C. The Board may reduce work hours of some or all employees rather than reduce the number of employees. In the event of a reduction in the work hours in a position, the supervisor will advise the employee of the change in work responsibilities. A qualified bargaining unit member with greater seniority may use same to displace a bargaining unit member with less seniority in the same classification in a position having a greater number of work hours on the work schedule. A reduction of any bargaining unit member's work hours shall not take effect until ten (10) calendar days after written notice to the affected bargaining unit member is given by the Employer.

D. Laid off bargaining unit members shall be recalled in order of seniority with the most senior being recalled first, to any position for which they are qualified.

E. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. It shall be the bargaining unit member's responsibility to keep the Employer notified as to her current mailing address. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member has indicated an intent to return and reports within a ten (10) day period. Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time employment for which she is qualified shall forfeit her seniority rights. Recall rights shall terminate two years after the effective date of layoff or after a period of time equal to the employee's length of service up to a maximum of five (5) years, whichever is greater.

ARTICLE XIII - COMPENSATION

A. The basic compensation of each bargaining unit member shall be as set forth in Schedule "A". There shall be no deviation from said compensation rates during the life of this Agreement.

B. The following conditions shall apply to all overtime work:

1. Time and one-half will be paid for all hours worked over forty (40) hours in one week.
2. Double--time will be paid for all hours worked on Sundays and holidays designated in Article XVII.
3. Paid leave shall count toward hours worked.
4. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and the bargaining unit member. Such compensatory time shall be at time and one-half or double-time, whichever is applicable.

C. MILEAGE: A bargaining unit member required to use her own personal vehicle in the course of her job will be reimbursed at the current district approved rate for mileage.

ARTICLE XIV - INSURANCE

A. The employer shall provide to each 10-month bargaining unit member who works at least thirty (30) hours per week and to each 12-month full time bargaining unit member or any 12-month full time employee who is reduced to part time status the following, which the employee will pay \$20 per month the second year of the Agreement:

1. PLAN A For employees needing health insurance

Health	MEBS POC Option 1 \$5/\$15 Prescription		
Long Term Disability	66 2/3% \$2,500 maximum 60 calendar days - straight wait Pre-existing condition waiver Freeze on offsets Alcoholism/Drug - same as any other illness Mental/Nervous - same as any other illness		
Negotiated Life	\$35,000 with AD&D		
Vision	VSP 2		
Dental	Class I, II, III:	80/80/80	\$1,000 Annual Maximum
	Class IV:	80	\$1,200 Lifetime Maximum (Orthodontics)

2. Plan B For employees not needing health insurance

Long Term Disability	Same as above
Negotiated Life	\$35,000 with AD&D
Vision	VSP 2
Dental	Class I, II, III: 70/70/70 \$1,000 Annual Maximum Class IV: 70 \$1,300 Lifetime Maximum (Orthodontics)
Cash	\$170/month

B. Insurance benefits except as otherwise indicated will be provided without cost to eligible employees for a full twelve month period.

C. It shall be the responsibility of the employee to properly enroll in programs available and made notification of any change in status in a timely fashion. All benefits are subject to policy or program terms and conditions.

D. If an employee terminates employment, insurance benefits will cease at the end of the last month worked.

E. An employee on unpaid leave or layoff shall have the option of continuing insurance coverage, subject to the terms and conditions of the carrier, by making cash payments to the district.

F. The District will not be obligated to provide more than one health insurance program to a family unit. If the bargaining unit member's spouse is also an employee of the district, the bargaining unit member shall designate who is to be the carrier of health insurance the other shall be eligible for the option. Employees receiving generally comparable insurance coverage through a spouse shall not be eligible for insurance coverage provided by the district. There shall be no double coverage.

ARTICLE XV - EVALUATION

A. Employees shall be evaluated as deemed appropriate by the Employer. Each bargaining unit member, upon her employment or at the beginning of the school year, whichever is later, shall be apprised of the general criteria upon which she will be evaluated. Employees can be expected to be evaluated on all relevant aspects of their employment. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons shall be stated in the evaluation as well as suggestions for improvement.

B. Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given 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 she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if she so desires within ten (10) days. All written evaluations are to be placed in the bargaining unit member's personnel file.

C. In the event a bargaining unit member is not continued in employment, the employer will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Association.

ARTICLE XVI - VACATION

A. After completion of one year of employment as a secretary, 12-month employees only will be eligible for vacation days according to the following schedule:

- During the 2nd year - 5 days
- During the 3rd through 9th years - 10 days
- During the 10th year - 15 days
- During the 11th year - 16 days
- During the 12th year - 17 days
- During the 13th year - 18 days
- During the 14th year - 19 days
- During the 15th year and thereafter - 20 days

B. Vacation schedules must be approved in advance by the employee's supervisor.

C. Vacation time will normally be taken during the summer recess.

D. Employees shall be paid for vacation time at their regular rate of pay.

E. Vacation time not taken during the year will not be accumulative and will be forfeited. Upon termination of employment a bargaining unit member shall receive vacation pay on a pro-rata basis for that school year.

ARTICLE XVII - HOLIDAYS

A. Bargaining unit members shall be paid for the following holidays: two days designated during spring recess, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, six days during the Christmas break. In addition, 12-month employees will be paid for July 4th.

B. Holiday pay is subject to the following provisions:

1. The employee is a permanent employee as of the date of the holiday.
2. The employee would have otherwise been scheduled to work on such day if it had not been observed as a holiday.
3. The employee must have worked the last scheduled work day prior to the holiday and the next scheduled work day after such holiday within the employee's scheduled work week, or have been on approved paid leave.
4. An employee eligible under the above provisions shall receive his regular daily rate for said holiday.
5. An employee who is required to work on any of the designated holidays shall receive an amount not greater than double time for all hours worked on said holiday.
6. When a holiday falls on a Saturday or Sunday or on a day when student instruction is scheduled, the Board shall have the right to observe the holiday on the preceding Friday, on the following Monday, or on another day when student instruction is not scheduled.

ARTICLE XVIII - LEAVES

A. Sick Leave

1. At the beginning of the employee's work year the employee will be granted one (1) day per month [(10) days for school term employees, (12) days for year round employees] which will be available regardless of the number of days previously accumulated. At the end of the year unused days will be added to accumulated unused sick leave up to a maximum of ninety (90) days. For days beyond ninety the employee will receive twenty (20) dollars at retirement.
2. Upon retirement from the St Charles Community Schools under the provisions of the Michigan Public Schools Retirement Plan the bargaining unit member will be paid twenty (20) dollars per day of unused accumulated sick leave.

B. Leaves of Absence Charged to Sick Leave

1. The bargaining unit member may use sick leave for her own personal illness or disability as required up to the number of days available to the individual.
2. Up to ten (10) days per year may be used for the critical illness (critical as determined by the superintendent) of a member of the employee's immediate family which shall be defined as the employee's spouse, child, parent or any relative who is a permanent resident of the employee's household.

Critical illness shall be defined as a serious, emergency or life threatening condition requiring the presence of the employee.

C. Paid Leave of Absence Not Charged to Sick Leave

1. Personal Business

The employee will be allowed three (3) days per year for personal business. The use of these days must be arranged in advance with the immediate supervisor. Except in case of emergency the employee will give three (3) days notice. Unused personal business days will accumulate as sick leave. Only in case of an unschedulable event will these days be used the last month of the school year.

2. Bereavement

a. The employee will be granted three days leave, not charged to sick leave, in the case of a death in the immediate family. For purposes of this Section, the immediate family will be defined as parent, spouse, child, sister, brother, grandparents, grandchildren (including in-law and step relatives) or other full time resident in the home.

b. Bereavement leave may be extended by use of up to five days of sick leave in the case of the death of a parent, child, spouse, sister, brother, grandparent, grandchild (including in-law and step relatives).

c. One day of sick leave may be granted by the Superintendent for the funeral of any relative or friend not named above.

3. In-Service

A leave of absence with pay, not charged against the employee's sick leave, may be granted for such in-service activities as attending conferences, conventions, workshops and seminars, when such attendance is approved by the Board.

4. Witness

Leave of absence with pay, not charged against the employee's sick leave, will be granted for court appearances as a witness in any case in which the employee's connection with the case stems from his employment with the Board, provided that the legal action is not instigated by or on behalf of the employee or Association against the Board. If a witness fee is paid to the employee by the court, the amount will be deducted from the employee's pay.

5. Jury Duty

a. A seniority employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Board in an amount equal to the difference between the amount of wages the employee otherwise would have earned by working straight time hours for the Board on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursements of expenses for each day's jurist service).

b. In order to receive payment, the employee must give the Board prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported to or performed jury duty on the date for which he claims such payment. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty.

6. Emergency Leave

After exhaustion of necessary business leave days a maximum of five (5) days may be granted to seniority employees at the discretion of the Superintendent, whose judgment shall not be challenged under the provisions of the Grievance Procedure, for an emergency created by a catastrophe such as a fire, flood or tornado which causes extensive damage to the person or property of an employee or his immediate family. (Immediate family for the purposes of this section shall be defined as employee's parent, spouse, child or any relative who is a permanent resident of the employee's home.)

E. Leave of Absence Without Pay

1. A leave of absence of up to three (3) months will be granted for the purpose of childcare upon the request of the employee to care for a new born, newly adopted or critically ill child.

2. An employee whose illness or disability extends beyond the period compensated by sick leave will be granted a leave of absence for the duration of the illness or disability up to a maximum of one (1) year. The leave may be extended upon the request of the employee and verification of the physician.

3. An employee may be granted a leave of absence for up to one year for personal reasons including but not limited to, childcare, study, family concerns or travel. The granting of personal leave shall be at the Board's discretion.

4. All requests for a leave of absence shall be in writing stating the reason for the requested leave and the expected duration.

5. An employee on an approved leave of absence shall notify the school district of her intent to return to employment at least thirty (30) days prior to the expiration of the approved leave.

6. An employee on approved leave of absence will be returned to a generally comparable position as determined by the Board.

F. Workers' Compensation will be the exclusive remedy for any work related injury or disability provided workers' disability compensation is available.

ARTICLE XIX - NO STRIKE

The Association and each individual employee agree that they will not direct, instigate, participate in, encourage or support any strike or withholding of services against the Board by any employee or group of employees.

ARTICLE XX - NEGOTIATIONS PROCEDURES

A. Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term.

B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

C. There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Union.

ARTICLE XXI - SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any bargaining unit member or group of bargaining unit members is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions shall continue in full force and effect.

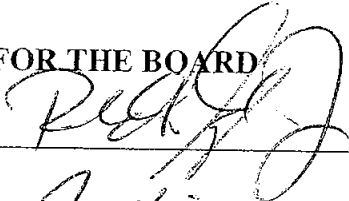
The parties will enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

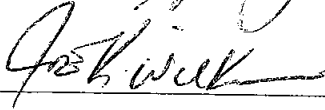
ARTICLE XXII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2006, and shall continue in effect until the 30th day of June, 2008.

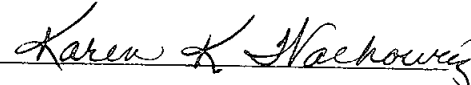
In witness whereof the parties hereto have caused this Agreement to be signed by their representatives on this 9th day of August, 2006.

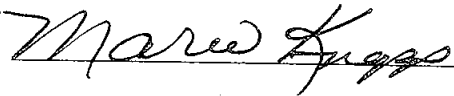
FOR THE BOARD





FOR THE ASSOCIATION





SCHEDULE A

Classification I: Building Secretaries
Classification II: Curriculum Secretary

		2006-2007	
Steps		Class I	Class II
1.	90 day probationary period	13.76	14.15
2.	91 days through two years	14.52	14.94
3.	Beginning of third year +	15.31	15.77
4.	Beginning of sixth year +	15.92	16.38

		2007-2008	
Steps		Class I	Class II
1.	90 day probationary period	13.97	14.37
2.	91 days through two years	14.74	15.16
3.	Beginning of third year +	15.54	16.01
4.	Beginning of sixth year +	16.16	16.63

LONGEVITY

\$100/year, beginning with the first year.

The employee may elect to have the longevity paid in either a lump sum at the end of the year earned (based on anniversary date of hire with continuous active employment) or spread over the employee's next work year.