

**A G R E E M E N T**

**Between**

**ALGONAC EDUCATIONAL SUPPORT PERSONNEL**

**MEA/NEA**

*and*

**THE ALGONAC BOARD OF EDUCATION**

2005-2006, 2006-2007, 2007-2008

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## AGREEMENT

This agreement entered into between the Algonac Community Schools Board of Education, hereinafter referred to as the "Employer", and the Algonac Education Support Personnel, MEA/NEA, hereinafter referred to as the "Union".

## PURPOSE

The purpose of this Agreement is to set forth wages, hours, and conditions of employment. This Agreement cancels and voids all previous agreements, practices and policies unless specifically incorporated into this Agreement.

## ARTICLE I

### RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Algonac Educational Support Personnel MEA/NEA as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and all other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time ESP Aides, Cooks, Secretaries and Administrative Assistant II employed by the District; but excluding payroll clerk, accounts payable clerk, central office secretaries, Supervisors and all other employees

The term "employee" when used herein shall refer to all members of the bargaining unit described above, and use of the term "he" shall apply to both male and female employees.

**ARTICLE II**  
**BOARD'S RIGHT CLAUSE**

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. The Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited only to those items expressed as provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District unless in conflict with specific provisions of this agreement shall include:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces.
2. After fulfilling any legal obligation to negotiate, control the assignment and direction of work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all foregoing, maintain the right to establish, modify or change any work or business hours or days
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duty to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and process of carrying on the work, the institution of new and/or improved methods of changes in the work procedure.
5. Determine the qualifications of employees, including physical conditions of employees as it affects the specific performance of their assigned duties.
6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
7. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria and not be in conflict with the specific provisions of this Agreement.

## ARTICLE III

### UNION SECURITY

- A. All employees covered by this Agreement shall, within thirty (30) days of their employment, as a condition of continued employment, either:
1. Become a member of the Union; or
  2. Agree to pay to the Union a service fee.

Employees joining the Union shall pay union dues to the local, state and national union in accordance with their policies and procedures.

- B. Upon written authorization by a bargaining unit member or pursuant to paragraph C, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Union and continuing through the last pay period in June of each year. Moneys so deducted will be transmitted to the Union, or its designee, no later than twenty (20) days following each deduction.
- C. Bargaining unit members not joining the Union shall pay a service fee to the Union as determined in accordance with the MEA policy and procedures and applicable law and court decisions. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Union, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Union.

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Union, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Union. The parties agree that the failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment.

- D. The Union agrees to give employees who are not members of the Union but are paying the representation fee the same rights as Union members in regard to representation.
- E. The Union agrees to hold the employer harmless from any and all suits, claims, or legal action taken against the employer as a result of the employer honoring the Union Security Article.
- F. No employee will be discharged if that employee is disputing the amount of a service fee until the employee has been afforded due process in accordance with the law.

The Union shall, for example and not limitation:

1. Notify the employer of an employee's failure to pay the dues or representation fee.
2. Send a demand that such employee be discharged. One copy of the demand shall be sent to the Superintendent and one copy to the employee.

3. The employer shall discharge the employee, upon demand of the Union, as soon as a suitable replacement can be found.
4. If the employee challenges the discharge through the Courts, the Union shall provide legal counsel for the employer, and shall pay all costs, fines and/or back pay arising from such action and the Union shall pay all legal fees.

## ARTICLE IV

### EMPLOYEE PROTECTION

- A. Any case of assault upon a bargaining unit member shall be promptly reported to the Board. The employer will render any reasonable assistance necessary to the employee. The Board may, if requested by the employer, provide legal counsel to advise the employee of his rights with respect to the assault and the handling of the incident by law enforcement and judicial authorities.
- B. Any employee who is absent because of an injury or a disease compensable under the Michigan Worker's Compensation Law shall receive from the Employer, from the employee's accumulated sick leave only, the difference between the statutory allowance under the Worker's Compensation Act and his regular salary, with a prorated subtraction of said accumulated sick leave until the same has been depleted.

The Board of Education shall continue to pay insurance premiums for a period not to exceed one (1) year for an employee absent due to an injury or disease compensable under the Michigan Worker's Compensation Law.

- C. If the assault causes loss of personal property, the Board will reimburse the employee for such loss. Personal property is defined as clothing, glasses, and accessories, excluding jewelry.
- D. In the event a complaint or charge is made against any employee, that employee will be made aware of such complaint or charge. No written reprimand or stronger action will be taken upon any complaint of a serious nature until the employee has been given a written copy of said complaint or charge and there has been a thorough investigation.
- E. No employee, having gained seniority, shall be disciplined without just cause. Discipline includes written reprimands, suspensions, discharges or other actions of a disciplinary nature. Any discipline will be subject to the grievance procedure. The specific grounds for disciplinary action will be presented in writing to the employee and the Union not later than when discipline is imposed, except that where the seriousness or grossness of the offense requires immediate disciplinary action, this written notice may be presented after the discipline has been imposed. The employer will follow the concepts of progressive discipline except in severe cases.
- F. The parties expressly recognize the employee's right to Union representation during any disciplinary conference or any conference, which may reasonably lead to disciplinary action.

The employer shall advise the employee of this right prior to any such conference, and when a request for union representation is made, no action shall be taken until a Union representative is present, in no case longer than 48 hours.

- G. Each employee shall have the right, upon request, to review the contents of his personnel file. The employee shall not have access to any letters of recommendation or to any correspondence received before his hiring date. A representative of the Union may, at the employee's request, accompany the employee in this review.



- H. An employee may file a response to anything included in the personnel file, and said response shall be attached to the file copy of the material in question.
- I. Each employee shall be provided, upon request, a current copy of his job description. The Union president shall receive a complete file of all current bargaining unit position job descriptions, and any additions, deletions or changes as they occur.
- J. For purposes of evaluation and filing grievances, the immediate supervisor of each bargaining unit member is that employee's building principal. The Union president shall receive a list from the district identifying any exceptions to the above, and naming the employees and supervisors involved.

## ARTICLE V

### SENIORITY

- A. Seniority shall be measured as the length of employment within the bargaining unit after satisfactory completion of the probationary period. In the circumstance of more than one bargaining unit member beginning employment on the same day, then all individuals affected will participate in a drawing to determine position on the seniority list.
- B. New employees hired into a bargaining unit position shall be considered as probationary employees until they have completed ninety (90) days of work. When an employee finishes the probationary period, he shall be entered on the seniority list and shall rank for seniority from the first day of his employment date with the district. There shall be no seniority among probationary employees, nor for non-bargaining unit employees.
- C. A bargaining unit member will lose his seniority rights for the following reasons: Resignation, discharge for just cause, failure to report to work within fifteen (15) work days after the Board has notified the employee to return to work after a layoff period, absence from work for more than three (3) days without notifying the employer except in emergencies where such notification is impossible, retirement, or layoff for a continuous period exceeding two (2) years. There shall be no loss of seniority or seniority rights when an employee changes job classifications within the bargaining unit.
- D. In July of each year the Board will present a seniority list of those members of the bargaining unit to the president of the union.

## ARTICLE VI

### LAYOFF AND RECALL

- A. In the event of a reduction of staff, the following procedure will be followed:
1. For purposes of layoff and recall, the employee's seniority within the bargaining unit will apply.
  2. The least senior employee will be laid off first.
    - a. Probationary employees within the classification will be laid off first.
    - b. Following the layoff of probationary employees, the least senior employees will be laid off.
    - c. An employee 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 option to accept layoff or to assume a position, for which they are qualified which is held by the least senior employee in a position comprised of up to 2.5 hours more per day than their prior position. An employee who elects to bump shall notify the administration within five workdays.
    - d. In no case shall a new employee be employed by the district while there are laid off bargaining unit members who are qualified for the position.
  3. Notice of layoff will be provided to the employee at least ten (10) school days prior to the effective date of layoff.
  4. The local union president will be provided with a list of all bargaining unit members being laid off at the time notice of layoff is sent.
- B. In no case shall a reduction of any employee's work hours take effect until five (5) workdays after written notice to the affected employee(s) is given by the employer.
- C. When a vacancy occurs after a layoff, the following procedure shall be followed in this order:
1. The most senior qualified employee, including those laid off, will be selected.
  2. The position shall be bid using the expedited procedure as explained in Article VIII - A of this Agreement.
  3. Employees will be recalled in order of seniority, with the most senior being recalled first to any position for which he is qualified.
- Notice of recall and vacancies shall be sent to the employee's last known address by registered or certified mail. It shall be the responsibility of the employee to keep the district informed of their address. Two letters not being delivered because of wrong address shall release the district from the obligation to recall until an address correction is made. If an employee fails to notify the employer within five work days after receipt of recall notice of their intent to return to work, they shall be considered a voluntary quit. An employee who has been recalled shall be given a reasonable period of time to report for work not to exceed fifteen (15) workdays after receipt of recall notice. The employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the above period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to work for which he is qualified shall be considered a voluntary quit unless recall is to a position with less hours or a lower pay rate, in which case an employee may decline recall without affecting future recall rights. Employees on layoff shall accrue seniority during the period of such layoff.

- D. Laid off employees will have the right to recall for a period of two (2) years from the effective date of the layoff. New employees on probationary status will have no right to recall.
- E. Benefits for laid off employees:
1. An employee who has been laid off shall, if he desires, have priority on the substitute list. Any employee who declines substitute work more than three times without good reason shall be removed from the substitute list.
  2. The Board shall pay one (1) month of health insurance coverage for each year of service up to a maximum of six (6) months, subject to the rules of the carrier.
  3. Laid off employees may pay, in advance, premiums through the Board at the group rate in order to maintain insurance coverage subject to the rules of the carrier.
- F. Non-bargaining unit members shall not accrue or be entitled to any bargaining unit and/or contractual rights. Any employee (bargaining unit member) who shall be transferred to a non-bargaining unit position and shall later return to a bargaining unit position shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to non-bargaining unit status if the employee's previous position or a substantially equivalent position is available. No non-bargaining unit employee shall be allowed to transfer to a bargaining unit position if bargaining unit members are on layoff status or if such transfer would result in the layoff of a bargaining unit member.
- G. The Union will be notified of all layoffs and recalls no later than the date layoff or recall notices are sent to the employees affected.

## ARTICLE VII

### WORKING CONDITIONS

- A. Overtime. Time and one-half shall be paid for hours worked in excess of forty (40) hours per week and for all hours worked on Saturday. Time paid but not worked shall not be considered time worked for the purposes of computing overtime or benefits. Time worked on Sundays shall be paid at double the employee's regular hourly rate. Time worked on holidays shall be paid at triple the employee's regular hourly rate.
- B. Inclement Weather. When school is closed due to inclement weather, employees who report and work will be paid for the day. Secretaries will be expected to report.
- C. Mileage. Employees required in the course of their work to use their own automobile for District business will be paid a car allowance equal to the maximum amount per mile as scheduled yearly by the Internal Revenue Service.
- D. The district shall pay for or provide any special clothing or uniforms which employees are required by the employer to wear.
- E. Employees who are employed for four (4) hours will be entitled to one 15-minute break to be scheduled within that four-hour period. Employees working eight (8) hours shall be entitled to two 15-minute breaks.
- F. Notification on non-work dates due to parent conference, examinations, in-service, etc. shall be by newsletter and district calendar. A copy shall be provided to each member.
- G. The food service supervisor will determine if food service personnel will need additional time to prepare food for before or after school activities. He/she will allocate such additional time as needed.

## ARTICLE VIII

### VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy shall be defined as an opening in a job classification previously held by a bargaining unit member or a newly created position. No vacancy shall be filled until it has been posted ten (10) working days, and shall be awarded within five (5) working days after the administration has determined to fill the position. If a bargaining unit member is on layoff the bid shall be posted five (5) working days and shall be awarded within five (5) working days after the administration has determined to fill the position.
- B. When a vacancy occurs, the Board will send a copy of the notice to laid off employees at their last known address, the Union and a copy will be posted in each building. Such posting shall contain the following information: (1) Type of work; (2) Location of work; (3) Starting date; (4) Rate of pay; (5) Hours to be worked; (6) Classification; (7) Minimum requirements. If requested by the employee, the employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to the address of requesting employees by U.S. mail.
- C. Any interested employees may apply in writing to the Superintendent or his designee within the ten (10) day posting period. No employee should sign a job posting unless he is willing to assume the duties of the job as described in the job classification on file in the office of personnel. The position will first be filled by the most senior applicant provided he/she meets the qualifications and requirements for the position. The Board of Education shall determine the qualifications and requirements for the position. This section does not apply to openings in the kitchen personnel classification.
- D. Employees may be assigned to other areas due to a vacancy or other circumstances on a temporary basis.
- E. Any bargaining unit member may request a transfer after satisfactory completion of the probationary period. Transfers shall be voluntary to the extent possible. However, the employer reserves the right to involuntarily transfer employees for reasonable and good cause, so long as such transfer does not result in a reduction of salary level.
- F. Promotions. All promotional positions within the bargaining unit, which are vacant, shall be posted and otherwise treated as a vacancy. All promotional positions outside of the bargaining unit shall be announced in all work locations. All promotions outside the bargaining unit shall be made in accordance with the qualifications and requirements established in the job descriptions on file in the office of personnel. Bargaining unit members who apply for promotions must be willing to accept an assignment anywhere within the school system. This paragraph does not prohibit the employer from reclassifying an existing position held by a bargaining unit member (for example, reclassifying a position from Secretary II to Secretary I).
- G. In the event of promotion in or transfer from one classification to another, the employee shall be given a ninety (90) calendar day trial in which to show their ability to perform on the new job. The employer shall give the promoted or transferred employee reasonable assistance to enable him to perform up to the employer's standards on the new job. If the employee is unable to demonstrate the ability to perform the work required

during the trial period, the employee shall be returned to his previous assignment. The employer's decision to return the employee to his previous assignment during this trial period shall not be subject to arbitration.

- H. An employee who temporarily assumes the duties of another employee or classification shall be paid the regular rate for those duties, except that an employee's pay rate shall not be reduced as a result of such temporary change in duties. An employee who changes classifications within the bargaining unit shall not lose any earned or accumulated leave, vacation, or seniority, and shall be placed on the closest step in the new classification which is not less than the employee's previous salary. The employee will then receive increases according to the salary schedule in the new classification. Members shall have 1st opportunity within their building to temporarily fill any position on a daily basis before filling with a substitute provided that the member possesses the required skills for the vacant position.

## ARTICLE IX

### LEAVES

- A. Sick days shall accumulate at the rate of one (1) per month for each major fraction of month worked in the district for bargaining unit members with a limit of 140 days.
- B. Beginning July 1, 1983, an additional sick day bonus will be added to the employee's accumulated sick days if he has perfect attendance for the quarter (i.e., twelve month employees could earn up to 4 additional sick days per year, ten month employees could earn up to 3). If an employee who works four hours or more is at his maximum accumulation, he will receive a twenty-dollar (\$20.00) bonus. If an employee who works four hours or less is at his maximum accumulation, he will receive a ten dollar (\$10.00) bonus. An employee not at the maximum accumulation may choose between cash payment or additional sick day at his option at the beginning of the school's fiscal year. An employee at the maximum accumulation shall receive cash payment at the beginning of the school's fiscal year. No loss of bonus will occur due to vacation days off, holidays, or jury duty.
- C.
1. Bargaining unit members shall be granted up to five (5) days per incident chargeable to sick leave for the death of a member of the immediate family. Immediate family shall include husband, wife, child, stepchild, parents (in-law, grand, step), brother, sister, grandchild, and any other relative living and making his/her home in the bargaining unit member's household.
  2. Death in family, three (3) days deducted from sick leave, may be used for brother-in-law, sister-in-law, niece, nephew, son-in-law, daughter-in-law. One day may be used for the death of a friend up to a maximum of three (3) per year.
  3. Up to 5 days total deducted from sick leave may be used for critical illness of spouse, child, step-child. Three (3) days of the above mentioned total of 5 days deductible from sick leave may be used for others listed as immediate family members.
- D. Personal Leave
1. All bargaining unit members shall be granted two (2) personal days per year, not chargeable to sick leave, which shall be non-reviewed and may be used at the employee's discretion subject to the following conditions:
    - a. Personal day may not be used to extend holiday (day before or day after holiday).
    - b. An employee using the non-reviewed day must return to work the following day or lose pay for the personal day, provided, however, that in an emergency the Superintendent may waive the loss of pay at his sole discretion not subject to the grievance procedure.



- c. No more than two (2) persons may take non-reviewed personal leave at any one time. However, the Superintendent or designee may grant personal leave time in excess of two (2) on a given day if, in his opinion, it does not interfere with the operation of the district. This decision is at the discretion of the Superintendent or designee and is not subject to the grievance procedure.
  - d. Non-reviewed personal leave day must be taken in one half day or more increments.
  - e. Non-reviewed personal leave requests must be made three (3) working days prior to leave date. Scheduling is on a first come, first serve basis. In the case of emergency, the Superintendent or his designee may, at his sole discretion, waive the three-day notice.
  - f. Personal days shall not be used for other employment.
  - g. Employees who have students in the district can request release time of the building administrator to attend activities that occur during their scheduled hours. This time may be granted if in the administrator's opinion it does not interfere with the operation of the building. The employee can choose to do this with (1) a loss of pay for the time out of the position or (2) make up the time spent away from the assignment at a time mutually agreed upon by employee's building administration and the employee.
2. Personal days not used by the employee shall accumulate in their sick leave days.
- E. After three (3) consecutive days of absence due to illness or disability, the administration may require a physician's statement before an employee is allowed to return to work.
  - F. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay, not to be charged to sick leave, or any other paid day off.
  - G. An employee who has completed his probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period of not to exceed five (5) regularly scheduled working days in any calendar year, provided he obtains advance written permission from the employer and can be spared from work for that purpose. Applications for such leaves must be in writing on the form provided by the employer. Leaves of absence will not be given for the purpose of enabling any employee to work for another employer or to engage in any form of self-employment, and any employee who obtains a leave of absence by misrepresenting the purposes therefore, shall be discharged.
  - H. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Laws, is physically unable to report for work shall be given a leave of absence, after using his accumulated sick leave, without pay and without loss of seniority for the duration of such disability not to exceed one (1) year, provided he promptly notifies the employer with a certificate from a medical doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the employer.
  - I. Any employee who accepts other regular employment while on leave from the employer will be considered to have terminated his employment. Any employee who does not report back to work by the expiration date as set forth on his/her leave of absence notice,

or does not receive an approved extension shall be deemed to have voluntarily quit the service of the employer pursuant to the breaking of seniority.

- J. Employees on leave of absence shall retain all sick leave and other benefits accumulated prior to said leave. Seniority shall continue to accumulate for up to one (1) year for employees on leave of absence. Seniority shall be retained but shall not continue to accumulate for leaves extending beyond one (1) year.
- K. An employee who becomes ill while working shall be allowed to leave work after notifying the immediate supervisor and, if able, waiting for a replacement or substitute.
- L. The Board of Education will provide the employee with health insurance as per Article XVIII, at the rate of one month for each year of service to the district to a maximum of 6 months for 6 years or more of service. These provisions are subject to the rules of the carrier.
- M. The Board of Education may grant a leave of absence without pay and without loss of seniority to an employee for other reasons for up to one (1) year. Notice of intent to return from such leave shall be given at least 90 calendar days before return. If less than 90 days notice is given the employer is not required to provide a position until 90 days after notification. Return to the same job or classification is not guaranteed.
- N. The district shall provide such leaves as are required by the Federal Family Leave Act of 1993. The District shall act in accordance with the Federal regulations.

**ARTICLE X**

**HOLIDAYS**

- A. Employees who are employed for 52 weeks per year will be granted the following holidays off with pay:

Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Friday after Thanksgiving	Memorial Day
Christmas Eve Day	July 4th
Christmas Day	Good Friday

- B. Non 52-week employees who work four (4) hours per day or 20 hours per week or more will receive the following holidays off with pay:

Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Friday after Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	

- C. If a holiday falls on either Saturday or Sunday, the employee will have off either the same Monday or Friday. The employer shall select which day the employee shall have off.

**ARTICLE XI**

**VACATIONS**

- A. An employee who is employed on a 52-week basis shall have the right to choose the time of vacation with prior approval of his supervisor.

Vacation time will not accumulate. It must be taken or lost.

- B. Vacation time for 52-week employees (including (1) Administrative Assistant II, Secretary 1 & (1) Secretary 2 at high school and mail clerk) is as follows:

<u>Years Employed</u>	<u>Vacation</u>
1 but less than 2 years	5 work days
2 but less than 7 years	10 work days
7 but less than 12 years	15 workdays
12 years or more	20 work days

Other non-high school employees/non-fifty two-week employees in the following classifications: Secretary I, Secretary II, and Clerk, who work 8 hours per day for the entire school year, plus two weeks before and after the school year, shall earn credit towards paid vacation time in the event that they move into Administrative Assistant II, Secretary I, Secretary II position at the high school or district mail clerk.

The above vacation time shall be computed as of each employee's anniversary date.

- C. Upon termination, an employee shall be paid for all unused vacation time at the rate of pay received at the time of termination.

**ARTICLE XII**

**COMPENSATION**

- A. Each employee shall be paid in accordance with the salary schedule set forth in Appendix A, which is attached hereto and made a part hereof.
- B. Employees who have the responsibility of calling substitutes will be paid an additional 3.5% above their salary schedule wage rate.
- C. Employees must complete ten (10) years of consecutive service in the district and meet the qualifications of the Michigan Employment Retirement System. The employee who meets the above requirements will receive the following compensation for any unused sick leave days above forty (40) days:

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Secretary	\$27.91
Cooks	24.16
Classroom Aides	18.59
Playground Aides	9.77

(Example: 56 total sick leave days accumulated would receive payment as per schedule for 16 days).

## ARTICLE XIII

### GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a claim by an employee, a group of employees, and/or the Union that there has been a violation of any provision(s) of this Agreement. The term "grievant" when used herein shall refer to the employee(s) involved and/or to the Union acting on its own behalf or on behalf of affected employee(s).

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

1. The termination of services of, or failure to re-employ any probationary employee,
2. Any matter for which there is recourse under State or Federal statute.

- B. The term "days" as used herein shall mean days in which school is in session. During the summer months when school has been dismissed, the term "days" shall mean weekdays excluding holidays and days when the administrative offices are closed.

- C. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- D. 1. Level 1 - A grievant alleging a violation of the express provisions of this contract shall, within ten (10) days of the alleged occurrence or knowledge thereof, orally discuss the grievance with the immediate supervisor in an attempt to resolve same. If no resolution is obtained within ten (10) days of the discussion, the grievant shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level 2.
2. Level 2 - A copy of the written grievance shall be filed with the building principal or his designated agent as specified in Level 1 with the endorsement thereon of the approval or disapproval of the Union. Within ten (10) days of receipt of the grievance, the building principal or his designated agent shall arrange a meeting with the grievant and the designated Union representative to discuss the grievance. Within ten (10) days of the discussion, the building principal or his designated agent shall render his decision in writing, transmitting a copy of same to the grievant and the Union representative.
3. Level 3 - If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the grievant shall within ten (10) days appeal same by filing such written grievance along with the decision of the building principal with the Superintendent. Within ten (10) days, the Superintendent or his designated representative shall meet with the grievant and a representative of the Union to discuss the grievance. Within ten (10) days of this

discussion, the Superintendent shall render his decision in writing, transmitting a copy to the grievant and the Union. Only the Union may process a grievance beyond this level.

4. Level 4 - If the Union is not satisfied with the Superintendent's decision, it may, within ten (10) days, notify the Superintendent of its intent to call in a state mediator. The Union or Superintendent shall then contact a State Mediator and arrange a mutually agreeable date to meet with the Mediator to attempt to resolve the grievance. All reasonable effort should be made to hold the meeting with the Mediator within ten (10) days after contacting the Mediator. If the parties do not resolve the grievance with the Mediator's help, the parties shall request a decision from the Mediator. The Mediator decision, if given, may be oral or written at the Mediator's choice but is not binding upon either party.
5. Level 5 - If the Union is not satisfied with the results of the Mediator, it may, within ten (10) days, file for arbitration with the American Arbitration Association. The arbitrator shall be selected and the arbitration shall be conducted under the rules of the American Arbitration Association; selection of the arbitrator shall be done according to rules of the American Arbitration Association. It is understood the arbitrator shall be limited as follows:
  - a. He shall not add to, subtract from, or modify any terms of this Agreement.
  - b. He shall not set a rate of pay or wage.
  - c. He shall not interpret any matter, which claims a violation of law.
  - d. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source of a like nature during the period of back Pay.
  - e. The fees of the arbitrator shall be shared equally by the parties.
  - f. The discharge or discipline of a probationary employee shall be excluded from arbitration.
  - g. The decision of the arbitrator shall be binding on both parties.

- E. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer. It is understood the Union reserves the right to withdraw a grievance at any step of the procedure without prejudice insofar as to the Union's position on future grievances, with different fact situations. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal to the next step of the procedure within the time which would have been allotted had the decision been timely given.

**ARTICLE XIV**  
**UNION ACTIVITIES**

- A. The Union and its representatives shall have the right to use Board buildings at all reasonable hours for meetings, which do not interfere with the assigned functions of the regular program. No charge shall be made for use of the building prior to the beginning of the workday nor until 1.5 hours before the custodians are scheduled to leave the building. The Union will notify the building administrator of their intention for a room.
- B. The Union shall be permitted to transact official business on Board property at all reasonable times, provided that it shall not interfere with or interrupt normal operations.
- C. Bulletin board space shall be made available to the Union and its members.
- D. Bargaining unit members shall have the right to distribute materials to bargaining unit members through the regular inter-school mail. All other means of communication by the Union shall usually be done outside the workday and shall not interfere with the normal operation of the district.
- E. Employees acting on behalf of the union will be permitted to use Board equipment, including typewriters and duplicating machines, when such equipment is not otherwise in use, but not during the normal school day. The Union shall pay for the reasonable cost of all materials and supplies incident to such use and will pay for any damages to equipment.
- F. The Board agrees to furnish to the Union, in response to written requests, information concerning the financial resources of the Board, including but not limited to, annual reports and audits, register of personnel, tentative budgetary requirements and allocations as needed for negotiation purposes.
- G. The Board will consult with the Union on changes in their financial status or policies as they relate to members in the bargaining unit if such changes may alter the contract in force.
- H. The Board and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not bargain collectively with any other parties.
- I. If a situation arises which may create an adverse relationship between the parties, either party may request a meeting to discuss the problem. This meeting may be held outside of the normal working hours of the parties involved.



## ARTICLE XV

### ENTIRE AGREEMENT

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
  
- B. Should new classifications be created within the duration of this Agreement, the employer will institute same at a rate determined by the Board. Should the Union disagree with the rate, it shall become subject to negotiations.

## ARTICLE XVI

### NO STRIKE CLAUSE

Section 1. The Union agrees that for the duration of this Agreement it will not authorize, sanction, condone, engage in, or acquiesce in any strike as defined in Michigan Public Act 336, 1947, as amended. A strike shall be defined as the willful absence from one's position, or the abstinence in whole or in part from the full, faithful, and proper performance of one's assigned duties for the purpose of inducing, influencing or coercing a change in working conditions or compensation.

Section 2. No employee shall willfully absent himself from his position, abstain from the faithful performance of his duties, slow down, or interfere with the rights and the privileges or obligations of employment nor resort to a strike as set forth in this Article above.

Section 3. The District shall have the right to take whatever disciplinary action it may deem necessary toward any employees for taking part in any violation of this Article with no recourse to the grievance procedure.

Section 4. The Union agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or administrative personnel or board members of the District regarding the administration of this contract or any grievance filed thereunder.

Section 5. In the event of any such violation of this Article the union shall take prompt action to terminate strikes as described above by notifying the employees that the Union disavows their actions.

Section 6. In the event the Union does not adhere to or abide by this provision, it shall be liable in its own name and individually for any and all damages, injuries and costs incurred by the District.

## ARTICLE XVII

### PRINTING OF AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after it is signed, and shall be presented to all bargaining unit members now employed, or hereafter employed by the Board. The Union shall be provided with twenty-five (25) copies, at no charge, for its use.

**ARTICLE XVIII**

**FRINGE BENEFITS**

**A. Hospitalization**

1. For those employees obtaining seniority and working at least six (6) hours per day at a regular position, the Board will pay the premiums according to family status for hospitalization benefits. The Board shall have the right to bid and award health insurance coverage to other carriers provided said coverage contains these comparable or better coverage and that such coverage is accepted by area physicians in a manner similar to current coverage including the employee not having to provide money up front for medical treatment/services.
2. Any employees eligible for Board paid hospitalization as of July 2, 1980, who would not be eligible due to the six (6) hour per day regular position requirement in Item 1 above, shall continue to receive Board-paid hospitalization.
3. Any employee eligible for Board paid hospitalization who has health insurance provided through another source may receive \$50 per month in cash in lieu of the Board paid insurance.

**B. Term Life Insurance**

1. The board will provide group term life insurance in the following amounts following the ratification of this contract:

1996-2008	\$25,000
-----------	----------

This insurance is in lieu of the option available to those employees not taking hospitalization coverage.

2. All other employees who do not receive the group term life insurance above shall be given \$5,000 group term life insurance.

**C. Dental**

1. For those employees obtaining seniority and working at least six (6) hours per day at a regular position, the Board will provide dental coverage that is the same or better than what is currently provided by the District.
2. Any employee qualifying for Board paid dental insurance who provides written proof of dental coverage through another source shall receive \$10 per month in cash in lieu of the Board paid insurance.

**D. Vision**

1. For those employees obtaining seniority and working at least six (6) hours per day at a regular position, the Board will provide vision coverage as part of the insurance package provided by the carrier.

- E.**
1. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters.
  2. The Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company; failure of any insurance company to

provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board of Education, nor shall such failure be considered a breach of any obligation by either of the two organizations.

3. Disputes between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established herein.

\* Commencing with the 2005-2006 school year the health insurance coverage for all ESP members receiving health insurance coverage from the District will be \$5/\$10 drug card and for the 06-07 and thereafter will be \$10/\$20 drug card.

## ARTICLE XIX

### EMPLOYEE EVALUATION

- A. All monitoring or observations of an employee shall be conducted openly. Employee evaluation shall be based on observation or knowledge of employee work for periods of time that accurately sample the work. Formal evaluations shall be made in writing on the evaluation form(s) set forth herein in Appendix C.
- B. All evaluations shall be reduced to writing on the evaluation form (Appendix C) and a copy given to the employee within ten (10) workdays of the evaluation. At the request of the employee, an evaluation conference shall be held within five (5) workdays of receipt of the evaluation. If the employee disagrees with the evaluation, he may submit a written response, which shall be attached to all copies of the evaluation.
- C. Following each formal evaluation, the evaluation shall be signed by the immediate supervisor and employee. The employee's signature shall indicate that he has received a copy of the evaluation; in no case shall the employee's signature be construed to mean that he necessarily agrees with the contents of the evaluation. The employee shall be given a signed copy of the evaluation, and another signed copy shall be placed in the employee's file. Probationary employees shall be evaluated during their probationary period. Non-probationary employees shall be evaluated at least once every three years.
- D. If a supervisor believes an employee is doing unsatisfactory work, and for each area marked "unsatisfactory" or "needs improvement", the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which an employee is to improve. The employee shall be given a reasonable amount of time in which to correct or remediate any recorded deficiency.
- E. The above evaluation procedure is subject to the grievance procedure. The content of an evaluation is not subject to the grievance procedure. The only exception is that where the discipline or discharge of a non-probationary employee is being challenged by the Union, both the evaluation procedure and content may be grieved and arbitrated.

ARTICLE XX

DURATION OF AGREEMENT


This Agreement shall be effective as of May 22, 2006, and shall continue in effect through June 30, 2008. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

For MEA ESP

  
Michelle Israel, Unserv Director

  
Patrice Collins, ESP President

For The Algonac  
Board of Education

  
Dennis D. Guiser, Superintendent

  
Board President

**APPENDIX A**  
**SALARY SCHEDULE**

<b><u>HIRED ON OR BEFORE 7-1-97</u></b>	<b><u>03-04</u></b>	<b>1% <u>05-06</u></b>	<b>2% <u>06-07</u></b>	<b>2% <u>07-08</u></b>
<b>Playground Aide</b>				
0 Step	9.97	10.07	10.27	10.48
1	10.11	10.21	10.41	10.62
2	10.27	10.37	10.58	10.79
<b>Hall Monitor, Mail Clerk, Clerk, Kindergarten Aide, Classroom Aide</b>				
0 Step	10.16	10.26	10.47	10.68
1	10.39	10.49	10.70	10.91
2	10.70	10.81	11.03	11.25
3	11.06	11.17	11.39	11.62
4	11.39	11.50	11.73	11.96
<b>Library Aide / Early Childhood Certified Classroom Aide</b>				
0 Step	10.66	10.77	10.99	11.21
1	11.13	11.24	11.46	11.69
2	11.55	11.67	11.90	12.14
3	11.96	12.08	12.32	12.57
4	12.41	12.53	12.78	13.04
<b>Cook Helper</b>				
0 Step	9.81	9.91	10.11	10.31
1	10.04	10.14	10.34	10.55
2	10.27	10.37	10.58	10.79
3	10.44	10.54	10.75	10.97
4	10.70	10.81	11.03	11.25
<b>Head Cook (High School, Jr. High, Algonac Elementary)</b>				
0 Step	11.32	11.43	11.66	11.89
1	11.55	11.67	11.90	12.14
2	11.76	11.88	12.12	12.36
3	11.97	12.09	12.33	12.58
4	12.22	12.34	12.59	12.84
<b>Secretary II</b>				
0 Step	10.93	11.04	11.26	11.49
1	11.10	11.21	11.43	11.66
2	11.55	11.67	11.90	12.14
3	11.83	11.95	12.19	12.43
4	12.16	12.28	12.53	12.78
<b>Secretary I</b>				
0 Step	11.49	11.60	11.83	12.07
1	11.77	11.89	12.13	12.37
2	12.10	12.22	12.46	12.71
3	12.37	12.49	12.74	12.99
4	12.69	12.82	13.08	13.34



**APPENDIX A-1**  
**SALARY SCHEDULE**

<b><u>HIRED AFTER 7/1/97</u></b>	<b><u>03-04</u></b>	<b>1% <u>05-06</u></b>	<b>2% <u>06-07</u></b>	<b>2% <u>07-08</u></b>
<b>Hall Monitor, Mail Clerk, Clerk, Kindergarten Aide, Classroom Aide, Library Aide (Non-certified)</b>				
0 Step	9.11	9.20	9.38	9.57
1	9.34	9.43	9.62	9.81
2	9.65	9.75	9.95	10.15
3	10.01	10.11	10.31	10.52
4	10.34	10.44	10.65	10.86
<b>Library Aide - Special Skills (Teacher Certification)</b>				
0 Step	9.61	9.71	9.90	10.10
1	10.08	10.18	10.38	10.59
2	10.50	10.61	10.82	11.04
3	10.91	11.02	11.24	11.46
4	11.36	11.47	11.70	11.93
<b>Secretary II</b>				
0 Step	9.88	9.98	10.18	10.38
1	10.05	10.15	10.35	10.56
2	10.50	10.61	10.82	11.04
3	10.78	10.89	11.11	11.33
4	11.11	11.22	11.44	11.67
<b>Secretary I</b>				
0 Step	10.43	10.53	10.74	10.95
1	10.72	10.83	11.05	11.27
2	11.05	11.16	11.38	11.61
3	11.32	11.43	11.66	11.89
4	11.64	11.76	12.00	12.24
<b>Administrative Assistant II</b>				
0 Step	14.74	14.89	15.19	15.49
1	15.24	15.39	15.70	16.01
2	15.56	15.72	16.03	16.35
3	16.04	16.20	16.52	16.85
4	16.38	16.54	16.87	17.21

*Administrative Assistant II employees may be granted credit on the salary schedule at the discretion of the District.*

APPENDIX B- ALGONAC EDUCATIONAL SUPPORT PERSONNEL, MEA/NEA  
GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_ Algonac Community School District Distribution: 1. Superintendent  
2. Principal  
3. Association

GRIEVANCE REPORT

Submit to Principal in Duplicate

Building                      Assignment                      Name of Grievant                      Date Filed

STEP II

A. Date Alleged Violation Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

2. Section or Subsection of Contract or Board Policy Alleged to Have Been Violated \_\_\_\_\_

3. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant                      Date

\_\_\_\_\_  
Signature of A.R.                      Date

\_\_\_\_\_  
Signature of Grievance Chairperson                      Date

C. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal                      Date

Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

Date

If additional space is needed in reporting Sections B-1, 2, 3 of Step II, attach an additional sheet.

NOTE: Continued on Next (Page)

STEP III

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

STEP IV

A. Date Received by Arbitration or Designee \_\_\_\_\_

B. Disposition by Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

37-40

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

STEP V

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**APPENDIX C**

**ALGONAC COMMUNITY SCHOOLS**

**ESP EVALUATION FORM**

EMPLOYEE'S NAME \_\_\_\_\_ DATE OF EVALUATION \_\_\_\_\_

CLASSIFICATION \_\_\_\_\_ WORK LOCATION \_\_\_\_\_ SUPV. \_\_\_\_\_

	Very Satisfactory	Satisfactory	Unsatisfactory*	Needs Improvement*	Not Applicable
1. Attendance					
2. Punctuality					
3. Neatness and grooming					
4. Follows directions					
5. Cooperation					
6. Reliability					
7. Adaptability & flexibility					
8. Use of time					
9. Accepts responsibility as stated in job description					
10. Accepts constructive criticism					
11. Shows courtesy to others					
12. Completes work on time					
13. Shows initiative					
14. Student/staff relations					
15. Job skills for classification					

Employee's Overall Performance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SATISFACTORY  
UNSATISFACTORY\*  
NEEDS IMPROVEMENT\*

APPENDIX C

ESP EVALUATION FORM

PAGE 2

Evaluator's Comments: (attach additional page if needed)

\* For any item marked "unsatisfactory" or "needs improvement", the evaluator shall include the reasons in specific terms and the specific ways in which the employee is to improve.

Employee's Comments (attach additional page if needed)

Evaluator's signature \_\_\_\_\_ Date \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Employee's signature acknowledges receipt of, not agreement with, evaluation.)

Signed copies to:       Employee  
                                  Supervisor  
                                  Personnel File

APPENDIX D  
MISCELLANEOUS

- A. The ESP membership seniority list provided by the District and approved by the Union is considered part of this agreement.
  
- B. Any article where monetary rates exist and have been overlooked is unintentional and shall not be omitted. If such article is discovered it shall be computed by the method employed in that article.

Letter of Agreement  
Between  
Algonac Board of Education  
And  
Algonac Educational Support Personnel  
(ESP)

The undersigned parties, Algonac Community Schools and Algonac Educational Support Personnel, do hereby agree to the following contract changes for the 2007-2008 school year:

Health Insurance change to a H.S.A. (Health Savings Account through SET SEG)  
2.25% payroll increase for 2007-2008

Algonac Community Schools

Educational Support  
Personnel

Michael E. Harrow

Jamie Behme

Lynne D. Carl

Date 10-10-07

Date 10-2-07