

AGREEMENT

Between

The Albion Board of Education

and

THE ALBION BOARD OF EDUCATION EMPLOYEES CHAPTER  
OF LOCAL 2826, AFSCME, AFL-CIO  
Secretarial/Clerical Employees

Effective Date: July 1, 2005  
Termination Date: June 30, 2008

ALBION PUBLIC SCHOOLS  
Albion, Michigan

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## **AGREEMENT**

This agreement entered into this 1st day of July, 2005 by and between the Board of Education of the Albion Public Schools of Albion, Michigan hereinafter called the “BOARD” and the ALBION PUBLIC SCHOOLS CHAPTER OF LOCAL 2826 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO affiliated with Michigan Council #25, hereinafter called the “UNION”, desirous of establishing a harmonious collective bargaining relationship between themselves and for the purpose of defining their mutual obligations, do hereby agree as follows:

### **ARTICLE 1 - RECOGNITION**

**Section 1.** The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section II at Act 379, Public Acts of 1965. The bargaining unit will consist of all secretarial/clerical employees of the Albion Public Schools excluding confidential employees, supervisors, employees covered by other Agreements and all other employees.

**Section 2.** The Board agrees not to negotiate with any secretarial/clerical organization other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual secretarial/clerical personnel from presenting a grievance and having the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of the Agreement, provided that the Union has been given the opportunity to be present at such adjustment.

**Section 3.** Nothing contained herein shall be construed to deny or restrict to any secretarial/clerical personnel rights he/she may have under the Michigan General School Laws or applicable laws and regulations. The rights granted to secretarial/clerical personnel hereunder shall be deemed to be in addition to those provided elsewhere.

**Section 4.** a) Membership to the Union is not compulsory. Employees have the right to join or not to join the Union.

b) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue to be members in good standing in the Union for the duration of this Agreement.

c) All present employees who are not members of the Union shall, within thirty (30) days after the execution date of this Agreement, and all future employees who do not join the Union shall, within thirty (30) days after commencing employment, pay a service fee to the Union for the term of Agreement, either directly or through payroll authorization on the following basis:

The service fee shall be equivalent to the costs of membership as provided by the Union's Constitution and By-laws.

d) The Board shall be notified in writing by the Union of any employee who is sixty (60) days in arrears in payment of his monthly membership dues or any employee who is sixty (60) days in arrears in payment of the monthly service fee.

A signed copy of the Union's notice to the Board will be sent to the employee by the Union.

The Board, upon receiving the Union's notice, shall notify the Employee that unless the requirement set forth in sub-section c) is complied within thirty (30) days, his/her employment shall be terminated.

e) In cases where the payroll deduction is made that duplicates a payment or where a payroll deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employees will be made by the Local Union.

f) The Board agrees to remit by the 10th of each succeeding month to the Secretary-Treasurer of AFSCME Council 25, AFL-CIO, all monies deducted by the operation of this Section.

g) The Union shall identify and save the Board harmless against any claims, demands, suits, and other forms of liability that may arise from any acts of the Board which result from its reliance on a representation of facts presented by the Union in conformity with Section d).

## **ARTICLE 2- BOARD (MANAGEMENT) RIGHTS CLAUSE**

**Section 1.** The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of school systems and its properties and facilities, and the activities of its employees while on employer's time.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.

- C. To decide upon the duties, responsibilities, and assignments of employees, and the terms and conditions of employment.

**Section 2.** The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### **ARTICLE 3 - PERSONNEL RIGHTS**

**Section 1.** The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Employment Relations Commission, formerly the State Labor Mediation Board, or a mediator from such public agency pursuant to the provisions provided by law.

**Section 2.** The Union and its members shall have the right to use the school building facilities for meetings at reasonable hours, outside of the working day. No secretarial/clerical personnel shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off school premises.

**Section 3.** Newly hired employees during the terms of this agreement shall be on probation for the first ninety (90) days immediately following their last date of hire.

**Section 4.** As long as the enrollment at any of the school buildings (as of the first count date for each school year) is in excess of 350 students, the Board agrees to provide additional part-time secretarial help in addition to the regular school secretary.

### **ARTICLE 4 - COMPENSATION**

**Section 1.** The rates of compensation for employees covered by this Agreement are set forth in Schedule A which is attached hereto and made a part thereof, such compensation schedule shall remain in effect during the term of this Agreement.

**Section 2.** Time and one-half (1 ½) the employees' regular rate shall be paid for all time worked over eight (8) hours per day or forty (40) hours per week. Except for emergency, the employees' immediate supervisor prior to performance of the overtime work must approve all overtime.

### **ARTICLE 5 - ABSENCES, SICK LEAVE, AND LEAVES OF ABSENCE**

**Section 1. SICK LEAVE DAYS ALLOWANCE.** Full pay for personal illness, injury and quarantine will be one day per month worked. Such sick leave to be accumulated at the rate of

one (1) day per month worked. Those employees who have not accumulated enough sick leave to cover their illness will not receive sick leave pay. Pay per day deducted because of lack of accumulated sick leave will be paid on the final June check to the limit of accumulated days.

Each employee shall be entitled to an accumulation for the unused portion of each year's sick leave to a maximum of 220 days.

**Section 2. EMERGENCY LEAVE.** Emergency leave not to exceed five (5) days with pay shall be granted upon request by the employee and is intended for such occasions as family illness, accidents and other conditions of an emergency nature in the immediate family, which includes, wife, or husband, children, father, mother, brothers, sisters, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, children's spouse of the employee, and must be approved by the Superintendent or his/her designated representative. Notification in the utilization of such leave shall be given to the immediate supervisor or where such leave commences outside of regular working hours said notification shall be given by use of the commonly referred to "answering service." The employees will submit a written request upon return from leave stating the reason for the absence. This leave shall not have accumulative provisions. Leave days granted under this provision shall be deducted from the accumulated sick leave.

**FUNERAL LEAVE.** Funeral leave not to exceed three (3) days with pay shall be granted upon request by the employee and is intended for death in immediate family, which includes: wife or husband, children, father, mother, brothers, sisters, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law and children's spouse of the employee. This leave shall not have accumulative provisions. Leave days granted under this provision shall be deducted from the accumulated sick leave.

**PERSONAL LEAVE.** Each employee shall receive three (3) personal business leave days per year, not to be deducted from any leave benefits. Personal business leave is not intended to be used as vacation time or days to necessarily be used up every year. Any unused personal business days will be added to the employee's sick leave bank up to the accumulation allowed by the contract. Personal leave will not be granted for the following days:

- A. The first day of work
- B. The last day of work
- C. Work days proceeding or following holidays and/or vacations

**Section 3.** Family and Medical Leave Act Family and medical leave is provided for under the Family and Medical Leave Act (FMLA) The leave shall be granted for any of the following reasons:

- a. birth of a child
- b. child adoption or foster care

- c. to care for the serious health condition of the employee's spouse, parent or child
- d. serious health condition of the employee.

An employee shall use accrued benefit time (sick, vacation, personal) while on an FMLA leave. The employee may retain up to one week of vacation to be used after the FMLA leave. FMLA leave will be unpaid if benefit time available is exhausted.

FMLA requires that the employer continue the health insurance benefit for employees of the school on leave for a maximum of 12 weeks (continuous or intermittent) in any 12 month period provided the employee has have worked a minimum of 1250 hours in the past 12 months. This period will be on a rolling basis. It is not the intent of FMLA to conflict with or restrict other leave language in the Master Agreement. FMLA forms and additional information may be obtained from the Assistant Superintendent.

**Section 4. UNION BUSINESS LEAVE:** Any employee, who as acquired seniority, elected to or selected for a full time Union office or position which takes him from his employment with the Board shall be granted a leave of absence at the discretion of the Board, without pay, for a period not to exceed one (1) year. Such leave shall be requested in writing far enough in advance so that replacement arrangements, if any, can be made.

**Section 5. JURY DUTY LEAVE:** An employee who has acquired seniority and who is summoned and reports for jury duty as prescribed by applicable law shall be paid the difference between the fee he/she receives for such service and the amount of straight time earnings lost by him/her. If the time required for such service on any one-day is four hours or less, the employee will be required to return to work for the remainder of the day to his/her regular duties with the Board. Such compensation shall be payable only if the employee:

- a) Gives the Board prior notice of call for such service, and;
- b) Presents proper evidence as to the service performed and the fee received.

**Section 6. ABSENCE FROM DUTY:** All absence from duty must be reported to the immediate supervisor at least one (1) hour prior to reporting time to the district's designated call in number at Central Office, and to the immediate supervisor.

**Section 7. GENERAL LEAVE:** A leave of absence without pay for any substantial or worthwhile purpose of up to one (1) year duration may be submitted to the Superintendent or his/her designated representative. Such leave may be granted only by approval of the Board of Education, or its designee, and such leaves shall be requested and acted upon in writing.

## **ARTICLE 6 - WORKMEN'S COMPENSATION**

**Section 1.** Any secretarial/clerical employee who is absent from work because of an injury or

disease compensable under the Michigan's Compensation Law shall receive from the Board of Education his/her regular salary only for those days not compensated by Workmen's Compensation up to the limit of his/her accumulated sick leave.

## **ARTICLE 7 - SANCTIONS, STRIKES, AND PENALTIES**

### **No Strike Clause**

It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its Agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, or a strike against the Board of Education of the Albion Public Schools, Albion, Michigan. The management agrees that during the same period there will be no lockout.

## **ARTICLE 8 - SENIORITY**

**Section 1.** An employee shall acquire seniority after he/she has completed his/her probationary period. His/her seniority date shall be his/her last date of hire.

**Section 2.** Seniority shall be lost and an employee shall be removed from the seniority list for the following reasons:

- a) If an employee quits or retires.
- b) If an employee is absent without notice for more than two (2) consecutive days.
- c) If he/she is discharged.
- d) If he/she fails to return to work from a layoff within three (3) work days following the date of a written notification of recall to his/her last address on file with the personnel office.
- e) If he/she overstays a leave of absence, unless it is due to reasons satisfactory to the Superintendent or his/her designated representative.
- f) If he/she is on layoff for a period of two (2) years.
- g) If he/she materially or deliberately falsifies his/her employment application and this is discovered within his/her first five (5) years of employment. The parties agree this time limit shall not be operative if the basis or nature of the falsification is detrimental or threatening to the health or safety of the school district, its employees, and/or its pupils. Also, an employee shall lose his/her seniority if, at any time, it is determined the falsification was for the purpose of gaining an advantage or benefit he/she would not otherwise have merited.
- h) If he/she falsifies a leave of absence application.

**Section 3.** The Board will provide the Union a seniority list within two (2) weeks after the effective date of this Agreement and annually thereafter during the term of this Agreement. The

list shall contain each employee's name, seniority date and classification.

**Section 4.** Seniority will be the controlling factor in all actions relative to layoffs, transfers and recalls where the qualifications to do the work assigned are met. The Superintendent or his/her designated representative reserves the managerial right in making the final decision but subject to the grievance procedure. The Chapter Chairperson and Chief Steward shall head the seniority list of the Unit during their term of office for the purpose of layoff and recall.

Open positions shall be posted internally. Qualified active and laid off secretaries may apply for any open position. All secretaries on lay off will be informed by mail of posted position. The position will be awarded based on qualifications and ability to perform the work of the job classification with minimum training. If a position is not filled by an active secretary, laid off secretaries shall be recalled by order of seniority, provided that the recalled employee possesses the ability to perform the work of the classification with minimum training such as OJT acquired during the 90-day probationary period.

In the event of a layoff, probationary employees will be terminated in the number necessary. Further reductions shall be on the basis of employee's seniority and their ability to perform the work of the classification in which they can be placed without training.

Seniority accumulated during a layoff shall be applicable only for the purpose of layoff and recall and not eligibility establishment for any employee benefits provided hereinafter elsewhere in this Agreement.

Eligibility for and the right to such benefits shall be temporarily suspended at the time an employee is laid off out of the work force except that an employee so laid off may request the partial or full vacation pay he is eligible for at the time he is so laid off. The Board will give an employee who is to be laid off out of work a two (2) week notice of such layoff or equivalent in wages.

The above procedure does not apply to the normal reduction of the force during any time school is not in session.

When recalling a laid off secretary, the following steps shall be followed:

- a) Telephone the secretary to be recalled.
- b) Confirm the telephone conversation with a letter.
- c) If unable to reach the secretary by telephone, send a registered letter.

**Section 5. TRANSFER OUT OF BARGAINING UNIT.** An employee who is transferred to a position outside of the bargaining unit with the Board shall retain his seniority for a period of one (1) year from the time he was transferred. If during the one (1) year period he is transferred back to the bargaining unit, he shall return to his former position or comparable position at the

prevailing rate of pay for that position.

### **ARTICLE 9 - TEMPORARY TRANSFERS**

**Section 1.** A transfer of a secretarial/clerical employee may be made by the Superintendent or designated representative in order to permit efficiency or to meet emergency situations. The employee will be paid the higher rate of pay from the time assigned to the new job.

### **ARTICLE 10 - PHYSICAL EXAMINATIONS**

**Section 1.** When the Board requires the physical examinations, the Board will reimburse the employee upon presentation of the medical bill.

Any state or federally required physicals or immunizations that is required for the employee shall be paid by the employer.

### **ARTICLE 11 - GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1. DEFINITION.** A grievance is defined as an alleged violation of a specific article or section of this Agreement.

An individual employee may present his grievance to the Superintendent or his designated representative and have the grievance adjusted with or without the intervention of the Union or its representative, as long as the adjustment is not inconsistent with the terms of this Agreement.

Grievances will be presented in the following steps:

#### **Section 2. PROCEDURE**

Informal: Within ten (10) working days of the time a grievance arises, the employee, either directly or accompanied by his building representative will present the grievance to his supervisor. Within five (5) working days after presentation of grievance, the supervisor shall give his answer orally to the employee.

#### **STEP ONE:**

- A. Within five (5) days of the oral answer, if the grievance is not resolved it shall be stated in writing, signed by the grievant and lodged with the supervisor.
- B. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the Union with respect to these provisions, and shall indicate the specific relief requested.

- C. Within five (5) working days after receiving the grievance, the supervisor shall communicate his/her answer in writing to the grievant and the building steward.

**STEP TWO:**

- A. If the grievance is not resolved in Step One, the grievant may within ten (10) working days of receipt of supervisor's answer, submit to the Superintendent or his/her designated representative a written "Statement of Grievance" signed by the grievant. A copy shall be given to the supervisor involved at the same time.
- B. The Superintendent or his/her designated representative shall give the grievant an answer in writing no later than ten (10) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent or his/her designated representative and the Union.

**Section 3. APPEARANCE AND REPRESENTATION.**

- A. Hearings held under this procedure shall be conducted at a time and place, which will afford a fair, and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearing shall be conducted during non-working hours unless there is mutual agreement for other arrangements.
- B. The Board and the Union are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.

**Section 4. TIME LIMITS**

- A. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Union to lodge an appeal at the next step of this procedure.
- C. Any grievance not advanced from one step to the next within the time limit of that step shall be deemed resolved by the answer at the previous step.

**Section 5. EMPLOYEES' LEGAL RIGHTS**

- A. Nothing contained herein shall deny to any employee his right under State or Federal Constitutions and laws.

- B. No probationary employee may use the grievance procedure in any way to appeal discharge.
- C. No employee shall use the grievance procedure to appeal any decision of the Board of Administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
- a) **Notice of Discharge or Suspension.** The employer agrees, promptly upon the discharge or suspension of an employee, to notify in writing the employee and his/her steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
  - b) The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the steward.
  - c) **Appeal of Discharge or Suspension.** Should the discharged or suspended employee and/or steward consider the discharge or suspension to be improper, it shall be submitted to the superintendent step of the grievance procedure.

Discipline records in an employee's personnel file shall not be used after two (2) years as a basis for any further disciplinary action.

### **Section 6. ARBITRATION.**

- A. Within twenty (20) working days after receipt of the decision of the Superintendent or his/her designated representative, the Union or the Superintendent or his/her designated representative, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association; however, Article XI - Section 6 shall not apply to any dispute within the jurisdiction of a state or federal agency, such as EEOC, Department of Civil Rights, MERC, Bureau of Workman's Compensation, MESC.
- B. **POWERS OF THE ARBITRATOR.** It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.
- (1) He/she shall have no power to add to, subtract from, disregard, alter, or modify any

of the terms of this Agreement.

- (2) He/she shall have no power to establish salary structures or change any salary of the existing Agreement.
- (3) He/she shall have no power to rule on any of the following:
  - a) Any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law.
  - b) Any matter involving employee evaluation.
- (4) The decision of the arbitrator shall be final and binding upon the Union and the Board.
- (5) Any fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

**Section 7. UNION REPRESENTATION:** For purpose of a grievance procedure, employees shall be represented by employees designated as Union Stewards as follows:

**REPRESENTATION GROUP**

- One (1) Union Steward shall cover all.....Senior High Schools
- One (1) Union Steward shall cover all.....Junior High Schools
- One (1) Union Steward shall cover all.....Elementary Schools
- One (1) Union Steward shall cover all..... Adm. Buildings

Total - Four (4) Union Stewards

The names of all Union Stewards shall be filed in writing with the Board within two (2) days after their appointments. No Union Steward shall be recognized or act on behalf of the Union until the Board has been so notified.

**ARTICLE 12 - VACATION WITH PAY**

**Section 1.** Secretarial/clerical personnel shall receive the following vacations with pay with a common anniversary date of July 1; however, employees hired or recalled after July 1 shall

receive pro-rated vacation credit for that year.

<u>Years Worked</u>	<u>*Vacation Pay for Twelve (12) Month Employee</u>
6 months to 1 year	5 days
Over 1 Year to 5 Years	10 days
Over 5 years to 12 Years	15 days
Over 12 Years	20 days

\*These days will be pro-rated for any employee less than twelve (12) months. New employees hired after July 1, 1986 who work less than twelve (12) months will not be eligible for vacation pay.

**Section 2.** Any secretarial/clerical personnel who leaves the employment of the Albion Public Schools during the current fiscal year (between July 1st and June 30th of the succeeding year) as a result of dismissal will be paid for all vacation earned.

**Section 3.** Any secretarial/clerical personnel who leaves the employment of the Albion Public Schools during a fiscal year by voluntary separation due to just cause as ascertained by the Superintendent of Schools of his/her delegated representative will be entitled to his/her pro-rated share of vacation accumulated for that year, provided that the employee give two (2) weeks written notice of his/her intent to resign.

**Section 4.** Vacation schedules shall be arranged on the basis of seniority and shall be mutually agreed to by employees and employer. Vacation requests shall be turned in to the immediate supervisor at least five (5) working days prior to the first day of vacation requested, or as approved by the immediate supervisor. If a paid holiday occurs during the vacation period of any employee, such employee shall receive an additional day's vacation with pay.

All vacations are to be taken when school is not in session. Exceptions may be granted where feasible when such vacation will not adversely affect efficient operation of the School District.

Years for the purpose of determining vacation eligibility shall be from July 1 through June 30th

Vacation earned must be taken prior to the start of the following year. Exceptions will be granted at the discretion of the Superintendent or his/her designated representative, for good and sufficient reason.

If a less than 52-week secretary works past July 1, of any school year, the secretary must take all accrued vacation prior to the start of the secretary's next school year.

### ARTICLE 13- HOLIDAYS

**Section 1.** All regularly employed secretarial/clerical personnel will receive their daily rate of pay for the following holidays that are included in their regular work schedule of the school year:

- |   |  |
|---|--|
| a) July 4   |  |
| b) Friday before Labor Day  | f) New Year's Eve Day and<br>New Year's Day            |
| c) Labor Day  | g) Martin Luther King, Jr. Day                         |
| d) Thanksgiving Day and<br>the Friday following<br>Thanksgiving Day | h) All day Good Friday, if<br>school is not in session |
| e) Christmas Eve Day<br>and Christmas Day                           | i) Memorial Day  |

**Section 2.** A two (2) hour lunch period shall be granted for the Annual Christmas Luncheon on a mutually agreed day during the two (2) weeks prior to Christmas or may be used during that same week at a time agreeable with the supervising administrator; however, all secretaries should be encouraged to attend the Christmas Party.

### ARTICLE 14 - WORK SCHEDULES

**Section 1.** The Superintendent or his/her designated representative will determine office hours or school periods for secretarial/clerical employees. Lunch period shall be determined by the employee's immediate supervisor and shall be one (1) hour in length.

**Section 2.** Secretarial/clerical employees shall be entitled to a fifteen (15) minute relief period within the building in the morning and in the afternoon. The scheduling of such relief periods shall be set forth by the employee's immediate supervisor. The relief periods shall not be accumulative.

**Section 3.** Secretarial/clerical employees will be required to report to work on "Act of God" days unless otherwise directed by their administrative supervisor. The Superintendent or his/her designated representative(s) will announce said days through the news media. Less than twelve (12) month employees will not be required to report on or be paid for "Act of God" days which must be made up according to state statute. Compensation for these days will be made when the day is worked.

Procedures for reporting to work on emergency and snow days will be developed by the assistant superintendent and the union president and submitted to the superintendent for final approval. Upon approval, all members will receive procedures in writing.

**Section 4.** Secretaries will be given written notice of their starting date for the following year by July 1. In case of a situation where the start date of school is delayed or interrupted, the work schedule may be adjusted accordingly.

### **ARTICLE 15 - INSURANCE AND RETIREMENT**

**Section 1. HOSPITALIZATION.** The Albion Public Schools will provide up to a maximum of \$1,300.00 (Thirteen Hundred dollars) per month for Health Insurance coverage for all full time employees (prorated for part time). The approved Health Insurance plan will be MESSA Choices II.

Full time employees not electing Health Insurance shall receive an additional \$20,000.00 of Life Insurance as outlined in Section 4.

This Section (Section 1) shall be reopened for negotiations no later then March 15, 2007 to discuss and determine economics and coverage for the succeeding years of this agreement.

**Section 2. DENTAL INSURANCE.** The Employer shall provide Delta Dental Plan 75%-25% or equivalent at no cost to the employee.

**Section 3. VISION INSURANCE.** The Employer shall provide Vision I coverage or equivalent at no cost to the employee.

**Section 4. LIFE INSURANCE.** Upon application, a permanent full time employee who has completed his probationary period, the employee will be permitted to participate in the Board approved standard paid plan for life insurance coverage. The amount of coverage is to be \$20,000.

**Section 5.** Employees on an unpaid status, except for FMLA, do not accrue or receive any benefits.

### **ARTICLE 16 - GENERAL**

**Section 1.** This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual secretarial/clerical personnel contracts heretofore in effect. The wages, hours, terms and conditions of employment of secretarial/clerical personnel shall be expressly subject to the provisions of this Agreement.

**Section 2.** If any provision of this Agreement or any application of the Agreement to any employee group or employee shall be found contrary to law, then such and only such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law.

**Section 3.** If the Board of Education decides to make technological changes, such as the utilization of additional office equipment that shall have a major or significant effect on the

working conditions, hours, and wages of the employees covered by this Agreement, the Superintendent or his/her designated representative agrees to give the Union reasonable notice of such change and to give any employee whose present classification is directly influenced and involved a reasonable time to qualify on such equipment.

**Section 4.** The cost of tuition for Board approved training or the employer will reimburse educational courses when the employee presents evidence of satisfactory completion.

**Section 5. JOB POSTINGS AND BIDDING PROCEDURES.** Whenever permanent openings and/or newly created openings occur, the job will be posted for five (5) working days in all buildings. The Assistant Superintendent shall distribute the posting notice.

The selection of applicants to fill the job opening will be based upon the applicant's previous experience and training, his/her past performance record and seniority. The Superintendent or his/her designated representative will make selection of the applicants. If no qualified employees are available within the school system, the vacancy will be filled by outside hiring.

Applicants selected for a posted position will have a trial period of ninety (90) working days on the new job. If the employee is unable to perform the new job satisfactorily during this period, he/she will be returned to the former job without losing previous seniority. If the returning employee's position has been filled, that person shall also return to their former job classification.

**Section 6.** There shall be no discrimination on the part of the Board or the Union under any circumstances because of race, creed, sex, political beliefs, union activity, marital status, age or national origin.

**Section 7.** Any employee leaving the service of the employer shall upon request of a new employer have a letter of recommendation forwarded to said employer.

**Section 8.** A mileage allowance for authorized travel on official school business by a secretary in a personally owned automobile shall be paid at the current rate per mile established by the Bureau of Internal Revenue Services (IRS). The school reserves the right to furnish transportation. All travel must be approved by the Administration.

**Section 9.** In the event of an Administrative change, the status of all employees shall be governed by this Agreement.

**Section 10.** Rates of pay for new job classifications shall be negotiated in the next contract.

**Section 11.**

Regular full-time employees will be those employees who work on a regular basis of thirty (30)

hours or more per week.

Regular part-time employees will be those employees who work on a regular basis less than thirty (30) to a bottom limit of fifteen (15) hours or more per week.

Regular full-time employees who work less than twelve (12) months will receive the same sick leave, emergency leave, union business leave, jury duty leave, workmen's compensation, holiday and vacation pay on a pro-rated basis for the months they work. New employees after July 1, 1986 will not be eligible for vacation pay.

Regular part-time employees will receive pro-rated benefits listed above for the hours worked during the months that they worked. New employees after July 1, 1986 will not be eligible for vacation pay.

**Section 12. P.E.O.P.L.E. CHECKOFF (Public Employee Organization to Promote Legislative Equality)**

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The deduction will be a minimum of \$1.00 per pay for 20 pays per year. The deduction may be changed or cancelled on an annual basis.

**ARTICLE 17 - DURATION OF AGREEMENT**

This Agreement shall continue in full force and effect until June 30, 2008.

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the termination date.
- C. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

- E. **Notice of Termination or Modification.** Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to: Michigan Council 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, 1034 N. Washington, Lansing, Michigan 48906, and if the employer to: Superintendent, ALBION PUBLIC SCHOOLS, 1418 Cooper Street, Albion, Michigan 49224, or to any such address as the Union or the Employer may make available to each other.
  
- F. **Distribution of Agreement.** The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer. Employer agrees to furnish to Council #25, AFSCME, AFL-CIO six (6) copies of this Agreement.

FOR: Board of Education of the Albion  
Public Schools

FOR: American Federation, State,  
County, and Municipal  
Employees, AFL-CIO,  
Council 25

\_\_\_\_\_  
Mr. David Moore,  
President

\_\_\_\_\_  
Mike Neitzel  
Chief Negotiator

\_\_\_\_\_  
Mr. Mario Morrow  
Superintendent

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Susan Merritt  
President

**SALARY****2005-2006****BOARD OF EDUCATION OF THE ALBION PUBLIC SCHOOLS****SCHEDULE "A"****Section 1. 2005-2006**

<b><u>Classification</u></b>	<b><u>Starting</u></b>	<b><u>After One Year</u></b>
<b>Payroll/Accounts Payable</b>	\$13.68	\$15.30
<b>Transportation Secretary</b>	\$13.09	\$14.71
Secretary Senior High Principal	\$12.18	\$13.85
Secretary <b>Middle School</b> Principal	\$11.38	\$12.93
Secretary I	\$11.12	\$12.64
Library Secretary	\$10.41	\$11.82

**Section 2.** The school district will pay 5.5% of the base salary to an employee who has been employed at least ten (10) years.

The school district will pay 6% of the base salary to an employee who has been employed at least fifteen (15) years.

The school district will pay 6.5% of the base salary to an employee who has been employed at least twenty (20) years.

**Section 3.** Terminal Leave. In recognition of service to the school district, the following terminal leave payments shall be paid to an employee upon their retirement: \$500 to employees employed by the school district for not less than a total of 20 years and \$750 to employees employed by the school district for not less than a total of 30 years.

