

Contract

Between

GALESBURG-AUGUSTA COMMUNITY SCHOOLS  
Kalamazoo County, Michigan

AND THE GALESBURG-AUGUSTA EDUCATIONAL EMPLOYEES ASSOCIATION

For the school years:

2018 - 2020

# Contract

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## Agreement

The Agreement is made by and between the Galesburg-Augusta Community School Board of Education, (the Board) Kalamazoo County, Michigan and the Galesburg-Augusta Education Employee Association (the Association) for the express purpose of providing clarification of employee rights and responsibilities for all Secretarial and Library Clerk employees of the District.

### Article 1 Contract

- 1.1 Recognition. The Board recognizes the Association as the exclusive bargaining representative as defined in the Public Employment Relations Act, as to wages, hours, and other terms and conditions of employment for all Secretaries and Library Clerks employed by the Board, but expressly excluding supervisory personnel, student help hired on a part-time basis, central office personnel, or other part-time help not specifically included in this Contract.
- 1.2 Definitions. The words and phrases hereinafter set forth shall have the following meaning:
  - 1.21 Employee covered by these terms shall mean all Secretaries and Library Clerks employed by the Board, but not including supervisory personnel, student help hired on a part-time or seasonal basis, central office personnel, certified employees (teachers and administrators) or other part-time help not specifically included in this Contract.
  - 1.22 Full-time employee shall mean Secretaries and Library Clerks who work a seven and one half (7.5) hour day for the number of days determined in the chart on page 11. This item will be negotiated every year since the number of days worked each year could change.
  - 1.23 Part-time employee shall mean all employees who work at least the regular school year and who work an average of four (4) or more hours but an average of less than seven (7.5) hours during a normal work day.
  - 1.24 Other employees shall mean all employees who work at least the regular school year and who work an average of less than three (3) hours during a normal work day.
  - 1.25 Day shall mean the average number of hours worked per regular work day averaged over a full work week, expressly excluding overtime hours worked.

Article 2  
Compensation and Benefits

- 2.1 Salary. The salaries of employees covered by this Agreement for the school year July, 2018 through June, 2020 shall be displayed in "Schedule A" which is attached. Article 2.1 will be negotiated each year. After the completion of year 10 one paid longevity day will be added to the annual salary.
- 2.2 Overtime. Overtime worked in excess of seven and one half (7.5) hours in one day or thirty-seven and one half (37.5) hours in one (1) week will be paid at the regular rate. Overtime in excess of ten (10) hours a day or forty (40) hours a week shall be paid at 1½ the regular hourly rate, authorized by the Superintendent. No employee shall be required to take time off in lieu of overtime payment.
- 2.3 Health Insurance. Health Insurance will be offered by the employer for each full time Secretary and Library Clerk, who choose this option for the full calendar year, per PA 152 limits.
- 2.4 Insurance Options. Those employees who are entitled to health insurance benefits, but do not exercise that option shall be entitled to a cash-in-lieu payment of \$1,750 on the conditions that: (1) the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The cash-in-lieu payment for part-time employees will be pro-rated according to hours of employment.
- 2.5 Dental, Vision, LTD & Life Insurance. Dental, vision, LTD, & life insurance coverage will be provided by the Employer for full time Secretaries and Library Clerks.

Employees continuing to work but whose hours are reduced during the work year shall not suffer any loss of Board-paid health insurance or dental insurance that year.

Article 3  
Working Conditions

- 3.1 Immediate Supervisor. Employees will be directly responsible to the principal of the school building in which the employee works.
- 3.2 Hours. Full-time employees shall normally work a seven and one half (7.5) hour day with beginning and ending times for the day as agreed to with the building principal, with a one (1) hour unpaid lunch break. Permanent deviations in stated starting and ending times can be made at the time of hiring or by mutual agreement of employer and employee at any time. Hours may be changed on occasion for good cause at the request of the Employee's immediate supervisor. Part-time and other employee's hours shall be as set by the employee's immediate supervisor.

Article 4  
Vacancies and Promotions

- 4.1 Vacancies. Whenever vacancies or other opportunities in any position covered under this Contract occur, the Employer shall advise employees by posting such notice in the office of each building. No vacancies shall be filled, except in case of emergency, on a temporary basis until such vacancies shall have been posted for at least seven (7) calendar days.
- 4.2 Involuntary Transfer. The Association Negotiator shall be notified when an Employee is temporarily transferred outside his/her classification or an Employee is temporarily transferred into a position covered under this Contract. He/she shall have the right to receive the compensation of his/her former position or the temporary position; whichever is greater, for thirty (30) consecutive work days. After the thirty (30) consecutive work days, the employee will receive compensation as stated in this Contract, or have the option of returning to their permanent position.

Article 5  
Layoff and Recall

- 5.1 Lay-off. Employees shall be laid off categorically on the basis of seniority by category. Employees shall accumulate seniority on the basis of time worked in the District. Full time employees shall gain one (1) year of seniority. Employees working less time shall accumulate seniority on a pro rata basis.
- 5.2 Recall. Laid off employees within a classification shall have the right to recall based on the reverse order of the layoff.

Article 6  
Employee Rights

Nothing set forth in the Contract shall deprive any Galesburg-Augusta Education Employee Association employee of his/her right to handle his or her disputes individually or with representation.

Article 7  
Grievance Procedure

The grievance procedure is intended to be used for those matters which have not been resolved through the use of normal work procedures.

- 7.1 Written Claim. If there is an unresolved dispute concerning terms and conditions of employment or what the employee/Association perceives to be a violation of this Contract which has not been satisfactorily resolved through normal work procedures, the employee/Association has ten (10) days from the occurrence of the event to file a written claim. The claim should include:
- A. An identification of the employee/Association;

- B. The facts upon which the claim is based;
- C. The term or condition of employment or violation of this Contract that was allegedly violated;
- D. The specific relief requested;
- E. The date of the claim;
- F. The signature of the employee/Association Negotiator.

This written claim shall be filed with your Principal.

- 7.2 Formal Conference. Employees/Association are entitled to receive, within ten (10) work days, a written response to the claim. If the issue is not resolved with the written response, a formal conference will be held with the Superintendent or designee. The purpose of the formal conference is to seek a positive and constructive disposition of the claim. Any mutual agreement as to disposition of a claim will be in writing. If no mutual agreement is reached, a claim review may be requested by the Employee/Association.
- 7.3 Claim Review. A claim review will be scheduled at a convenient time for all parties upon the request of the Employee/Association. The review of the claim shall be made by two appointed Board members who shall discuss the claim with the employee and his/her representative and the Superintendent or designee. These parties will seek a positive and constructive disposition of the claim. The disposition of the claim shall be in writing, mailed to the grievant and shall be binding upon the parties.

#### Article 8 Leave Policy

- 8.1 Sick Leave. For employees hired before June 30, 2010, at the beginning of each school year, each employee covered under these terms shall be credited with one (1) day per month worked (up to 10 days per year) sick leave allowance to be used for absence caused by illness, physical disability, and doctor/ dental appointments of the employee. The unused portion of such allowance may accumulate to a total of ninety (90) days. A portion of a sick leave may be used in increments of one quarter hour.

Perfect attendance incentive will be paid for zero (-0-) sick leave days used in the amount of \$200.00 per year. If the secretary/library clerk is absent two (2) sick days or less per school year, \$150.00 will be compensated.

In the event of illness of a member of the employee's immediate family, the employee may request up to five (5) days per year to be deducted from the employee's accumulated sick leave for the purpose of caring for said family member. Such leave shall not be requested or allowed when other family members are able to provide such care. (Refer to item 9.4)

- 8.2 Personal Leave. Employees hired before June 30, 2011 (Secretaries and Library Clerks) full-time and part-time Employees will be provided with personal leave with pay at the rate of three (3) days per school year. Personal leave shall not

accumulate and all requests for personal leave shall, except in emergencies, be submitted at least three (3) days in advance of the anticipated absence. Personal leave shall be taken for necessary business or activities which cannot be handled at any other time than the working day; and in no case shall it be assumed that personal leave will cover absences for pleasure trips, shopping, or working at home. (Refer to item 9.4)

8.3 Funeral Leave. Employees shall granted funeral leave in accordance with the following:

Paid release time shall be granted for deaths in the immediate family not to exceed three (3) days per occurrence. In the event of death of the employee's child, spouse or domestic partner, up to five (5) days bereavement may be granted.

Immediate family is defined as: mother, father, sister, brother, husband, wife, children, grandparents, grandchildren, niece, nephew, aunt, uncle, father-in-law, mother-in-law, sister/brother – in-law, grandparents or grandchildren of spouse and stepchildren. An employee's domestic partner and his/her relatives will be considered on the same basis as a spouse or spouse's relatives for purposes of this section.

8.4 "Act of God" Days. No employee will be expected to report for work on snow days or any other days when the District may be closed due to uncontrollable "Acts of God". These days are defined as, but not limited to, conditions not within the control of the school authorities, such as severe storms, fires, epidemics, utility power unavailability, water or sewer failure, or health conditions as defined by the city, county, or state health authorities. Salary for snow days or "Act of God" days shall be paid at the time of occurrence (under no circumstances shall paid make up days exceed the state mandated number of student instruction days for full state school aid eligibility). Any days made up for the exceeding the state mandate language shall be paid upon the actual day that is made up.

8.5 Discretionary Leave for Job-Related Workshops. Upon request through the principal, the employee may be granted discretionary leave to attend a job-related workshop. This attendance will be voluntary by the employee. Any fees will be paid by the Employer, but, in no case, shall the employee receive compensation beyond their regular working hours.

8.6 Jury Duty. Days missed because of Jury Duty will be paid by the District and any stipend from the courts will be given to Galesburg-Augusta Community Schools, minus mileage.

## Article 9 Vacation

9.1 One Week. Employees who have been continuously in the employment of the Board for one full year shall receive one (1) week vacation with pay. Eligibility for vacation pay shall be based on date of employment. Vacation shall take place during the school Christmas vacation time. The pay shall be based on contracted weekly hours or, for part-time employees, based on normally scheduled hours.

9.2 Two Weeks. All employees with four (4) full years or more years of continuous employment in the schools will be eligible for two (2) weeks vacation. One (1)

week will be taken during Christmas Vacation time and one (1) week during the school spring vacation time. The pay shall be based on contracted weekly hours. Eligibility for vacation pay shall be based on date of employment.

- 9.3 Three Weeks. All employees who have been continuously in the employment of the Board for ten (10) years shall be granted three (3) weeks vacation with pay. Where possible, two (2) vacation weeks will be taken during the school Christmas vacation time and one (1) vacation week will be taken during the school spring vacation time. The pay shall be based on contracted weekly hours.
- 9.4 Holidays. The following holidays or days will be paid based on contracted daily hours if the employee has worked his/her regular number of hours during the last work day before the holiday or days:

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

Tiered Distribution of Days for Employees Hired After July 1, 2011

<u>Steps</u>	<u>Years</u>	<u>Sick Days</u>	<u>Business Days</u>	<u>Holidays</u>
1	1	3	0	0
2	2-5	5	1	2
3	6-10	7	2	4
4	11-15	10	3	7
5	16+	10	3	7

Employees hired after July 1, 2011, will begin on Step 1 and receive the following sick, business and holiday days as described above. All provisions in section 8.1, 8.2, and 9.4 shall apply to new employees except for the distribution of days.

- 9.5 Paid Vacation Compensation. To compensate employees under this Contract who are eligible for three weeks of paid vacation, two days' pay (to compensate for Christmas and New Year's Day holidays) will be added to the last paycheck for the fiscal year.

Article 10  
 Terms and Conditions

- 10.1 Job Descriptions and Responsibilities. Employees covered by this Contract shall faithfully fulfill the job requirements as specified in the Galesburg-Augusta School District job description booklet.
- 10.2 Evaluation. Employees shall receive a written evaluation of their job performance at least once per year. These evaluations shall be written by the appropriate principal. Evaluations shall state specifically if job performance is satisfactory or



not. In cases of unsatisfactory job performance, time for improvement shall be allowed except in those instances where continued employment poses a threat to students or harm to other employees or in instances of insubordination or wanton disregard for job requirements.

10.3 Authority. All employees covered by these terms are support personnel. Situations requiring professional discretion, attendance, or actions should always be deferred to the appropriate personnel by the employee. Employees should always keep in mind that good public relations (with parents, students, other employees, etc.) is essential and requires a positive outlook on their part. Intervention in potentially hostile situations should always be done by a professional if time allows for it.

10.4 This Agreement is in effect from July 1, 2018 through June 30, 2020.

SCHEDULE A 2018 - 2019

(Schedule A (also see Article 2.1), along with Articles 2.3 and 2.4 will be negotiated each year.)

1 - 5 years:		
Secretaries & Library Clerks		\$11.35/hour
6 - 10 years:		
Secretaries & Library Clerks		\$12.02/hour
11 - 15 years:		
Secretaries & Library Clerks		\$12.71/hour
16+ years:		
Secretaries & Library Clerks		\$13.28/hour

\*SCHEDULE A 2019-2020

(Schedule A (also see Article 2.1), along with Articles 2.3 and 2.4 will be negotiated each year.)

\*Pending a certified Fall 2018 Audited FTE Student Count:

3% increase per hourly wage if the Fall Audited Student Count is 1039 or more.

2% increase per hourly wage if the Fall Audited Student Count is 1035 or more.

1% increase per hourly wage if the Fall Audited Student Count is 1031 or lower.

Number of days paid for Secretaries and Library Clerks –2018-2020 School Year  
 (\*subject to change once the district calendar has been established)

	Secretary	Library
Work Days	180	175
Vacation Days	5,10,15	5,10,15
Holidays Paid	7	7
Days worked before and after school	23	13
*One paid day for summer work and one longevity day for 10+ years	1+(1 for 10+ years)	1+(1 for 10+ years)

IN WITNESS WHEREOF, the parties have executed in duplicate this Employment Contract  
as of June 29, 2018.

GALESBURG-AUGUSTA EDUCATIONAL EMPLOYEES ASSOC.

GALESBURG-AUGUSTA COMMUNITY SCHOOLS

By: Jeff Russell  
Jeff Russell, Negotiator

By: Wendy Maynard-Somers  
Wendy Maynard-Somers, Superintendent

Date: 6/29/2018

Date: 6/29

By: \_\_\_\_\_

Date: \_\_\_\_\_