

2010-2011

**AGREEMENT OF THE
CONSTANTINE
EDUCATIONAL
ADMINISTRATIVE
ASSISTANTS
ASSOCIATION
(CEAAA)**

WITH THE

BOARD OF EDUCATION

OF

CONSTANTINE PUBLIC SCHOOLS

This Agreement by and between the BOARD OF EDUCATION of the Constantine Public Schools, hereinafter called the "Board" and the CONSTANTINE EDUCATIONAL ADMINISTRATIVE ASSISTANTS ASSOCIATION, hereinafter called the "Association", shall be effective August 1, 2008 and shall continue until July 31, 2010 with an opening for salary negotiations for the 2009-2010 school year.

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its Administrative Assistant personnel with respect to hours, wages, and terms and conditions of employment.

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

ARTICLE I

Recognition

As it is the sincere desire of the Educational Administrative Assistants that every possible means be continued and improved toward maintaining cordial and satisfactory relations between the Administration and the Administrative Assistants, we believe it to be the best interest of all concerned to have certain guidelines, conditions, and benefits outlined.

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all Educational Administrative Assistants, the Athletic Department Assistant, School Receptionist, and the part-time clerical assistants.
- B. The Board agrees not to negotiate with any Educational Administrative Assistants' organization other than the Association for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual Administrative Assistant from presenting a grievance and have the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement, provided that the Association has been given opportunity to be present at each adjustment.

ARTICLE II

Employees' Rights

The Board and the Association agree to abide by Act 379 of the Public Acts of 1965, and to all the applicable laws and statutes pertaining to public employee rights and responsibilities.

ARTICLE III

Compensation

- A. The wages of the Administrative Assistants, Athletic Department Assistant, School Receptionist, and part-time Clerical Assistants covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such wage schedule shall remain in effect during the two-year period covered by this Agreement, with an opening for salary negotiations in 2009-2010.
- B. Vacations: All offices will be open Monday through Friday, except the following days for which all unit members, except part-time clerical assistants are compensated:
- Labor Day
 - Thanksgiving Day & Friday following
 - Christmas Eve Day
 - Christmas Day
 - New Years Eve Day
 - New Years Day
 - Good Friday (when school is **not** in session)
 - Memorial Day
- C. Snow Days: Administrative Assistants and Athletic Department Assistants will be granted twenty (20) hours per school year to use towards snow days, delays, or early dismissals related to weather or conditions beyond the district's control. If Administrative Assistants and Department Assistants are not at work, they may use any of the following available means to be paid for their lost time: hours from this 20 hours allowance, sick day time, personal day time, or properly accrued compensatory time. (due to the law requiring schools districts to make up lost days due to inclement weather, health emergencies or similar situations, the Administrative Assistants and Athletic Department Assistant will be paid their regular hourly rate for all make-up days, if they are called in by their Principal or Supervisor).
- D. Administrative Assistants, Athletic Department Assistants, School Receptionist and Clerical Assistants have, but are not compensated for the following:
- Christmas Vacation
 - Spring Vacation
 - Summer Vacation

- E. Administrative Assistants, Athletic Department Assistant, School Receptionist shall be encouraged to attend in-service training sessions and workshops, including working towards MIEM School Administrative Professional Certification (SAPC) and attending the MIEM annual Support Staff Conference, with the approval of their immediate supervisor and be reimbursed for legitimate expenses incurred, when funds are available.

ARTICLE IV

Hours of Work

- A. The Board recognizes the principle of a standard forty-hour work week and will set work schedules and make work assignments which can reasonably be completed within such standard work week. The Board will not require unit members regularly to work in excess of such standard work week within or outside of any school building. The work week shall be Monday through Friday, and shall include one-half (1/2) hour paid lunch period. Office hours shall be determined by the building administrator.
- B. Each unit member is directly responsible to his/her immediate supervisor.
- C. Unit members, except part-time Clerical Assistants will be provided a fifteen (15) minute relief time in the mornings and another fifteen (15) minute relief time in the afternoons.
- D. Administrative Assistants shall receive 40 hours/week, 200 work days/year, 9 paid holidays/year, 41 weeks/year and may be available for an additional seventy-five (75) hours/year (forty (40) hours of which may be used as overtime hours), with mutual request and consent of their immediate supervisor/principal.
- E. The Athletic Department Assistant shall receive up to 1500 hours annually as arranged by the supervisor.
- F. A School Receptionist shall receive up to 35 hours/week, 190 work days/year, and 9 paid holiday/year. They are not eligible for longevity pay or the HRA.
- G. Part-Time clerical Assistants are to be scheduled for two hours per day **when school is in session**. Additional hours to accommodate before and after the school year needs, membership report relief time for the Administrative Assistants and specific building project needs are to be determined by the building administrator with approval from the Business Manager.

ARTICLE V

Work Loads and Assignments

- A. Since efficient school administration is promoted when Administrative Assistants are within their area of competence without excessive and overburdening demands, Administrative Assistants shall not be assigned work which should be properly distributed to other personnel.
- B. The Board shall take all reasonable measures to regularize work assignments, work loads, and the relationship of the Administrative Assistants to persons who delegate assignments.

ARTICLE VI
Vacancies and Promotions

- A. Whenever any vacancy or other special opportunity in any unit position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least seven (7) days.
- B. Any Administrative Assistant may apply for such vacancy. In filling such vacancy the Board agrees to give due weight to the background, attainments, and skills of all applicants, the length of time each has been in the school district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his/her qualifications, in the judgment of the Administration, are substantially superior to an applicant with greater service. "Service", for the purposes of the Agreement, shall mean continuous employment with the district.
- C. Reduction of Staff – In any necessary or anticipated reduction of a unit member position within a classification, any unit member whose services are so terminated shall be notified at least two weeks in advance in writing by the Board. When unit members whose services have been so terminated are to be re-employed, those having the greatest service within that classification shall be recalled first, if qualifications and/or job descriptions are similar.

ARTICLE VII

Employment

- A. Unit members, when beginning initial services shall be required to serve a probationary period. The length of this probationary period shall be one (1) year.
- B. Upon satisfactory completion of the probationary period and again at the beginning of each fiscal year, each employee shall receive a placement letter indicating job title, placement on the levels chart, wages, hours, and name of immediate supervisor.

ARTICLE VIII

Discharge and Demotion

- A. Discharge or demotion of any Administrative Assistant shall be made only for reasonable and just cause.
- B. In the event any unit member shall be suspended or discharged from employment and believes he/she has been unjustly dealt with, such suspension or discharge shall constitute a case to be handled in accordance with the grievance procedure, unless under probation.

ARTICLE IX

Resignation

- A. Any unit member desiring to resign shall file a resignation letter with the Board at least fourteen (14) days prior to the effective date.

ARTICLE X

Leaves of Absence

- A. Sick Leave –Administrative Assistants, Athletic Department Assistant and School Receptionist shall be granted ten (10) days sick leave of absence for each year, cumulative to one hundred (100) days for reasons of personal illness.
- B. Any unit member except part-time Clerical Assistants whose personal illness extends beyond the period compensated for shall be granted, on written request, a leave of absence up to one (1) year without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, the member shall be assigned to the same position. Any person hired to fill a vacancy due to leave of absence shall be hired on a temporary basis only.
- C. Leaves of absence with pay chargeable against the unit member's sick leave allowance shall be granted for the following reasons:
 - 1. A maximum of ten (10) days per working year for illness in immediate family.
 - 2. One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, stepson, stepdaughter, husband, or wife.

D. A leave of absence with pay, not chargeable against sick leave allowance, shall be granted as follows:

1. A maximum of three (3) days for death in the immediate family.*

*Definition of immediate family includes spouse, children, step-children, parents, parents-in-law, grandparents, grandparents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and grandchildren.

2. Three leave days per year with approval; if unused, added to sick leave accumulation.

E. Attendance Incentive – Any employee who regularly works at least five (5) hours per day, and who is not absent from work for more than one (1) day for any reason except jury duty, funeral leave, and not more than two (2) personal days, for the period of July 1 to June 30, in any year shall receive a bonus. For ten (10) month employees the bonus amount shall be \$150.

F. Nothing in this article shall apply to part-time Clerical Assistants.

ARTICLE XI

Grievance Procedure

A. Any employee(s) within the bargaining unit believing that there has been a violation, misinterpretation or misapplication of any provisions of the Agreement relating to wages, hours, terms or conditions of employment may be processed as a grievance as hereinafter provided. Any grievance not initiated within fifteen (15) working days is considered null and void.

B. Adjustment of Grievances: Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

LEVEL ONE - The employee with a grievance shall first discuss the matter with his/her immediate supervisor or principal in the presence of his/her Association representative, with the object of resolving the matter informally. In the event the aggrieved person is not satisfied with the disposition of his/her grievance he/she may then within five (5) business days invoke the formal grievance procedure.

If the principal or immediate supervisor determines the grievance affects more than one building, he/she may advise it be written and moved to Level 3.

LEVEL TWO – In the event that the employee is not satisfied with the disposition of his/her grievance at Level One, a copy of the grievance form (Schedule B) shall be delivered to the principal or supervisor within five (5) business days. Upon receipt of the

grievance the principal or supervisor shall indicate his/her disposition in writing within five (5) business days, and shall furnish a copy to the Association.

LEVEL THREE – In the event that the employee is not satisfied with the disposition of his/her grievance at Level Two, he/she shall transmit the grievance and the principal's or supervisor's disposition to the Superintendent and School Board Secretary by Certified Mail within five (5) business days. Within five (5) business days the Superintendent shall issue his/her written disposition of the grievance to the grievant and an Association officer.

LEVEL FOUR – If the employee is not satisfied with the disposition of his/her grievance at Level Three or if no disposition has been made, the grievance shall be transmitted to the Board within fifteen (15) business days, by filing a written copy thereof.

Within fifteen (15) business days from receipt of the grievance, or its next regularly scheduled meeting, the Board shall pass upon the grievance. The Board may hold a hearing thereon, and may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty (20) business days after its submission to the Board.

- C. If any unit member for whom a grievance is sustained shall be found to have lost hours, wages, or to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation and benefits lost.
- D. In the event of a vacation period or school year's end, all levels of grievance shall be handled within fifteen (15) business days.

ARTICLE XII

Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to, or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of the Agreement shall be printed at the expense of the Board and presented to all Administrative Assistants now employed or hereafter employed by the Board.
- C. If any provision of this Agreement or any application of the Agreement of any employee or group of employees shall be found contrary to law, then such provision

or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIII

Duration of Agreement

This Agreement shall be effective as of the 1st day of August 2008 and shall continue in effect for two (2) years until the 31st day of July 2010. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the indicated date.

**CONSTANTINE EDUCATIONAL
ADMINISTRATIVE ASSISTANTS
ASSOCIATION**

BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Administrative Assistant

By _____
Secretary

CONSTANTINE PUBLIC SCHOOLS
Constantine, Michigan

SCHEDULE A

ADMINISTRATIVE ASSISTANT WAGES

	<u>2008-2009</u>	<u>2009-2010</u>
ADMINISTRATIVE ASSISTANT WAGES	\$16.00	\$TBN
ATHLETIC ASSISTANT WAGE	\$13.16	\$TBN
SCHOOL RECEPTIONIST WAGE	\$12.23	\$TBN
PART-TIME CLERICAL ASSISTANT WAGES	\$11.39	\$TBN

Longevity Pay

After seven (7) continuous years of employment, Administrative Assistants and Athletic Department Assistant will receive an additional \$1,700.

After fifteen (15) continuous years of employment, Administrative Assistants and Athletic Department Assistant will receive \$1,850.

In both of the above cases, the payment will be split evenly between the first payroll in December and the second payroll in June.

There will be a two (2) year phase in for newly hired unit members. The first year will be a \$1.00 per hour reduction from the appropriate rate. The second year will be a \$.25 per hour reduction.

Lead Administrative Assistant – Should the District designate a Lead Administrative Assistant responsible for overseeing such matters as SRSD Reporting, Pupil Accounting, UIC Resolution, Power School contact person and other assigned responsibilities, that individual will be granted an Extra Duty contract of \$600 each year of this agreement.

Health Reimbursement Account

The District will contribute \$550 per each Administrative Assistant and Athletic Department Assistant into a comprehensive medical HRA with 100% roll over privileges.

President, Board of Education

Date

President, Constantine Educational
Administrative Assistants Association

Date

CONSTANTINE PUBLIC SCHOOLS

Schedule B

Administrative Assistant Grievance Form

Grievant _____ Grievance Number _____ / 200____

_____, 200____ Date of Supposed Violation _____, 200____ Date of Grievance _____, 200____ Date of Level One Meeting

Level Two

Statement of the Grievance: _____

Remedy Requested: _____

_____, 200____
Signature of Grievant(s) _____ Date _____

Supervisor's Disposition: _____

_____, 200____
Signature of Supervisor / Principal _____ Date _____

Association's Disposition: Satisfactory _____ Unsatisfactory _____ Date _____, 200____

Level Three

Superintendent's Disposition: _____

_____, 200____
Signature of Superintendent _____ Date _____

Association's Disposition: Satisfactory _____ Unsatisfactory _____ Date _____, 200____

Level Four

Board's Disposition: _____

_____, 200____
Signature of Board President _____ Date _____